

4-1-2011

# Erickson v. McKee Clerk's Record v. 3 Dckt. 38130

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LAW CLERK Vol. 306

IN THE  
**SUPREME COURT**  
OF THE  
**STATE OF IDAHO**

MAUREEN ERICKSON,

Personal Representative,

Appellant,

vs.

JEROME S MCKEE,

Respondent. and

Appealed from the District Court of the First  
Judicial District for the State of Idaho, in and  
for Shoshone County County

Hon. Fred Gibler District Judge

Lloyd Herman

Attorney for Appellant

Charles Dean

Attorney for Respondent

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

APR - 1 2011

Clerk

By \_\_\_\_\_ Deputy

CARTON PRINTERS, CALLED BY JIM JOHNSON

38130

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#3 (Continued)

Lot 10764 C.I. K. D. situated on East side of Lower Moyle  
Lake - East Kootenay, British Columbia Folio Number  
C27 702.05744.000-1-6 East Kootenay Land District with  
residences. 30 acres

RECORDED  
at the request of

Bill E. McKee

in  
Bonds, Agreements, &  
Power of Attorney

Return to:

Bill E. McKee

Box 242

Wallace, ID 83873

Fee \$ 6.00

333566

FILED

'88 JUL 12 PM 12 06

MARCIA WINFIELD  
SUGSHOEN CITY RECORDER

*Janet Zamboni* DEPUTY

1           **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**  
2           **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

3  
4  
5       **IN THE MATTER OF THE ESTATE**  
6       **OF NATALIE PARKS McKEE**  
7                       Deceased.

CASE NO. CV 2006-40

**AFFIDAVIT OF MAUREEN**  
**ERICKSON**

8  
9           I, Maureen Erickson, being first duly sworn on oath, deposes and says:

10       1.       That I am now and, at all times material hereto, a citizen of the United States,  
11       resident of the State of Washington, over the age of 18 years, and am competent to be a  
12       witness herein, and all the facts of my affidavit are made with personal knowledge.

13       2.       During the summer of 1994 I was staying in Osburn, Idaho with my children so  
14       that I could care for my mother who critically ill, and I did not want her to go to a hospice  
15       environment. In June 1994, my parents informed me they were changing their estate  
16       planning and that they were leaving all their property to me. They told me it was because  
17       I came as promised and cared for my Mother throughout her illness, and that I was to  
18       agree to care for my Father in his old age. I agreed to move to the area when necessary  
19       and care for my Father in his old age, and help him care for his property that my sons and  
20       I were going to inherit.

21       3.       In November 1994, my parents called a family meeting. At the meeting were  
22       Jerome, Mina, and Craig McKee, as well as myself and my two older sons, Garth and  
23       Dirk Erickson. My parents announced that they had changed their plans and were  
24       leaving their entire estate to me so that I could care for my family and provide them with  
25       college educations. My brothers were informed that this was because of the care that I  
26       had given my Mother and was agreeing to provide for my Father in his old age. My  
27       brothers Jerome and Craig both agreed to honor my parents' wishes that my parents'  
28       entire estate would be my sole inheritance. My parents explained to my brothers that this

1 was also because of Jerome and Craig's relative wealth, and that they loved all of their  
2 children equally, but that I had financial needs that they did not.

3 4. In 2000, my Father, Bill McKee, announced to me that he was selling the Moyie  
4 Lake property in Canada. I was very upset, and asked him not to do so. I told both my  
5 Father and my brother Jerome that I did not want that property sold and reminded  
6 them that it had been promised to me. Jerome told me it was none of my business if  
7 Father sold it, and I wasn't entitled to anything until after Father died, and then only if he  
8 had anything left. I argued with both of them but the property was sold for only a  
fraction of what it was worth.

9 5. In the Fall of 2000, I called both my father and Jerome, and told them I needed to  
10 sell my share of the river property on the North Fork of the Coeur d' Alene River. They  
11 both refused and told me it was not a good time to sell. I told them that I was putting  
12 three boys through college and that Mother had told us all that the river property was to  
13 be sold for that purpose in 1994, and that Father had agreed, and that Jerome had  
14 promised to honor that. Both Jerome and Father told me they would honor that, but we  
15 couldn't sell right now because the market was down. Jerome told me he might be able  
16 to buy it from me in the future and didn't want it sold to anyone else. I had no knowledge  
17 of the fact that Father had quit claimed it to Jerome several months earlier and they both  
purposefully concealed that from me.

18 6. In the Summer of 2001, Jerome and his family came to visit and my family went  
19 to Priest Lake to spend time with them. When we arrived, Father pulled me aside and  
20 told me Jerome was taking him to Lake Pend Oreille and wanted him to sell Priest Lake  
21 to finance a home on Pend Oreille Lake for Jerome and his family. I immediately  
22 confronted Jerome, and told him Priest Lake was not going to be sold, and that they had  
23 all promised it to me. Jerome apologized and told me he was sorry, but that he knew I  
24 could not afford to keep Priest Lake, and he was only trying to make sure my family  
25 would have access to a lake property. Jerome, his family and Father went to Sandpoint  
26 for the day, and when they returned, Jerome brought me a nice bottle of wine and  
27 apologized again. He told me Priest Lake would be mine someday, but I wasn't entitled  
28 to anything until Father died.

1 7. In the Fall of 2002, I called Father and told him we needed to sell the river  
2 property to finance my son's education. I told him I could wait no longer. He seemed  
3 worried and told me I needed to talk to Jerome as there might be a problem. I wrote  
4 Jerome a letter and asked him if he wanted to buy Father's and my interest, that we were  
5 going to sell or selectively log the property. Jerome called me in a rage and told me that I  
6 didn't even know who owned the property, that Father had quit claimed it to him. I called  
7 my Father in Osburn and told him I was terribly upset, and that he had better straighten  
8 this out and get back the property I had been promised. He told me he was going to go to  
9 the safety deposit box, and see if Mother had left anything in writing. Father called me a  
10 few hours later and told me that he had faxed a letter to Jerome, left by my Mother and  
11 that Jerome had agreed to give the property back. He told me Jerome was so enraged that  
12 he had not been rational and that the conversation finally calmed down, and Jerome  
13 agreed to honor his promise to my Mother and give the property back. I asked Father if  
14 Mother had a will that he faxed Jerome and he told me no, it was a letter. Later that day  
15 Jerome called me and told me he was going to honor his promise to Mother and give the  
16 property back. He was terribly upset, but reasonable during the conversation. He said, "I  
17 don't give a damn if you sell it or cut down all the damn trees." Jerome agreed and told  
18 me he was going to put the property back in Father's name right away so we could sell it  
19 or log it. I asked him what Father had faxed him, and if Mother had left a will. He told  
20 me no, that it was a note left by our Mother. (He has since acknowledged in deposition  
21 and also in interrogatories that he had seen the will as early as 2000, or 2002, but he  
22 denied to me that a will existed on that day even so.)

23 8. Father and I subsequently advised Jerome that we were going to keep our share of  
24 the property but selectively log the hillside. Jerome decided he did not want his half  
25 logged and advised Father he wanted the property divided by the logging company so his  
26 half would remain undisturbed. When we decided to log the property, Mr. Smith got the  
27 necessary permits and divided the property in half. I saw and signed the contract, and  
28 read the permit from the Department of Lands listing the property owner as Bill McKee.  
I believed Jerome had completed the transfer of the property back as he had promised to  
do so that we could log our half. Based on that information, I believed Jerome had  
deeded it back as he had promised me orally he would.

1 9. The logger, Mr. Smith, informed me some of the trees on the property were  
2 diseased and should be cut because the disease would continue to spread. We called  
3 Jerome and he told the logger that he did not want any trees cut on his half. Dirk  
4 Erickson was there that day and he told Dirk as well, that he wanted no trees cut on his  
half of the property.

5 10. In 2004, Father had knee replacement surgery in Kellogg and suffered serious  
6 complications. I had company from California, Rhonda Fay, and we went to lunch with  
7 my brother Jerome and his wife Mina. We talked about the river property that we owned  
8 and then went out to show the property to Rhonda who wanted to see it again. During  
9 that lunch and time on the property, Jerome represented to everyone that he owned the  
half not logged and that Father and I owned the other half.

10 11. A few weeks later when Father was out of rehabilitation and had returned to his  
11 home, Jerome and Mina were visiting him again. Jerome had told me that they would  
12 take Father to Louisiana with them for a few weeks so I could recuperate. I had just had  
13 my second spinal fusion in Seattle. On August 16<sup>th</sup>, after several days in the hospital, my  
14 sons drove me home to Spokane. That night we received a phone call from my father  
15 telling us we needed to come up there in the morning, because Jerome had an attorney  
16 coming over and he was worried. I was confused due to the pain medication I was on, so  
17 had him speak to Garth, who promised his grandfather we would come to Osburn the  
18 following morning. Even though I was supposed to be in bed and was on strong pain  
19 medication, my two older sons and I felt it necessary to go to Osburn the following  
morning.

20 12. When we arrived at my Father's house on August 17, 2004, Jerome was shocked  
21 to see us and seemed upset by our arrival. I told him that we were there at the request of  
22 Father who had called and asked us to come regarding a new will that Jerome was having  
23 prepared. Jerome told me it was totally unnecessary, that I should be home in bed and  
24 that it was only a medical directive that the attorney was bringing over. I knew he  
25 already had one in place, and felt distrustful of my brother. I decided I needed to stay for  
26 the meeting with the attorney. I requested Father take me to the safety deposit box so that  
27 I could see the letter that Mother had left regarding her wishes. My son Dirk  
28

1 accompanied us since I was weak and using a walker. When we opened the safety  
2 deposit box, it was very full. On top I saw the title to the Isuzu Rodeo, some insurance  
3 papers and an envelope. Dirk opened the envelope and handed me a hand written will of  
4 Mother's. I began to cry and was shocked because both my father and brother had denied  
5 my mother had left a will. I left my son and my father with the safety deposit box, and  
6 went to get a copy of the will. When I returned with the copy, I gave it to Dirk to place in  
7 the safety deposit box and took the original. Dirk later stated that he placed the copy I  
8 handed him of Mother's will in the same envelope as a will written by Father, and left  
9 them in the safety deposit box with all the other contents, which included checks, cash,  
10 and miscellaneous other papers. Dirk said that the will written by Father stated the exact  
11 same thing as Mother's will.

12 13. We left for the house in Osburn, where I confronted both Father and Jerome about  
13 lying to me about a will. My sons were so upset to see me upset so I assured them I  
14 would be fine and sent them to play golf. The woman attorney arrived, and Jerome and  
15 Mina tried to get Father to sign a new will, which they continued to represent as simply a  
16 medical directive. It gave the river property to them after Father's death. Father refused  
17 to sign it and told Jerry that we had all agreed the river property was going to my family  
18 and once again we discussed the family meeting in 1994. Jerome also told us in 2002  
19 that he had returned the river property. I confronted them again about the will I had  
20 found that day. There was a very heated discussion taking place when Garth and Dirk  
21 returned. They both confronted Jerome and Mina about the promises made at the family  
22 meeting and Jerome backed down. Father continued to refuse to sign the will, and the  
23 attorney left. Jerome then stated that he never returned the river property to Father and  
24 me in 2002. Garth, Dirk and I returned to Spokane that evening.

25 14. I did not think I could care for both myself and Father after the operation and had  
26 considered postponing my surgery. Jerome told me to go ahead and have my surgery in  
27 Seattle, and that he would take Father to Louisiana for a few weeks so I could recover.  
28 The morning following the discovery of my Mother's will and the confrontation with my  
brother, my brother, his wife and my Father, unannounced, arrived unexpectedly at my  
home in Spokane. My sons and I were surprised because it was our belief that Father was  
flying to Louisiana that morning to recover from his knee replacement surgery, allowing



1 me to recuperate from my back surgery. Father was very angry with them and refused to  
2 go to Louisiana to visit as planned. He stated that they had continued to pressure him  
3 into signing the new will and that when he refused they became increasingly unpleasant.  
4 Father told them that he would not go to their home for a visit and asked to come to my  
home in Spokane instead.

5 15. In January of 2005, my friend and neighbor in Osburn, Michelle Kilbourne told  
6 me she had observed a couple she believed to be Jerome and Mina McKee in and out of  
7 my father's house for a couple of days around Christmas carrying boxes to their car. Bill  
8 McKee, my father was staying in Spokane with my family over the Christmas holidays as  
9 usual. She was unconcerned because they she believed it was family and they had a key.  
10 I was surprised to hear this and asked Father. He had no knowledge that they were in the  
11 area or had been to his house. Father had talked to Jerome before the holidays and told  
12 him that he felt bad for harming my family by Quit Claiming the river property to him,  
13 and selling the Moyie property, and asked again that he return the river property as Father  
14 was in a position of also losing the Priest Lake property that had been promised to me.  
15 Jerome was angry with Father and never bothered to contact him at Christmas or for his  
birthday on [REDACTED]

16 16. In 2005, when we were discussing the river property, Jerome told me that it was  
17 too late for me to get it back now, that he had had it for five years and there was nothing I  
18 could do about it.

19 17. In August 2005, I became very concerned about my Father. Because of his  
20 advancing age and the fact that he lived alone, I contacted him by telephone several times  
21 daily. After being unable to reach him at his home in Osburn, I decided that an  
22 emergency must exist, and was going to drive from Spokane to Osburn to check up on  
23 him. I tried his neighbor again, and was successful in reaching him, and he told me that  
24 Father was fine and had taken a trip with Jerome. I was terribly upset because I had been  
25 so concerned, and since I was the only child of Father's who was in regular contact with  
26 him, and my brother's knew it, I felt it was terribly thoughtless of them to come and  
27 remove him from Osburn without notifying me. Father called me and was frantic, telling  
28 me that he was in Sandpoint against his will, and that they (Jerome and Mina) would not  
let him use the telephone. I was shocked to learn that Father had been kept at the home

1 of Jerome and Mina's in Sandpoint, as I had never been advised that they had purchased  
2 a home in the area. Father had only learned this as well when they removed him from his  
3 home in Osburn and told him they were taking him for a drive. While I was on the phone  
4 with Father, he informed me that he had observed several documents in their home that  
5 had been removed from his safety deposit box without his knowledge or permission. He  
6 stated he first noticed the contents from his safety deposit box in a box when he saw my  
7 birth certificate, and he investigated further. Father further told me that they were moving  
8 him to Louisiana against his will. I told him under no circumstances was he to get on an  
9 airplane with them because I was fearful they would prevent me from bringing him back  
10 home to live. I then heard Mina come in and loudly inform him he was not to be on the  
11 phone and the phone was disconnected. I had no way to recontact him, as the number  
12 was not available on caller ID. I was also shocked to learn that they were planning on  
13 moving him to Louisiana without even discussing it with me. This was particularly  
14 strange because Jerome knew I had moved to the area solely so that my sons and I could  
15 care for my Father. It was also curious because neither of my brothers had ever  
16 demonstrated any interest in caring for their Father in his advancing years.

17 18. Several days later I was increasingly frantic and had been unable to reach my  
18 Father or brothers when I received a call from my Father. He informed me that he had  
19 refused to go to Louisiana with them, that he had caused a scene at the Spokane airport,  
20 but they were able to get him as far as Salt Lake City before he refused to go any further.  
21 My brother Craig returned him to his home in Osburn. He was terribly upset from the  
22 entire ordeal, and informed me he was missing his checkbooks, his debit card, and he had  
23 no cash or groceries on hand. I immediately drove from Spokane and brought him back  
24 from Osburn to my home in Spokane.

25 19. On November 1, 2005, Father asked that I take him to see Mr. Peacock, as he  
26 wanted to show him a letter that he had written to Jerome. I did not participate in the  
27 meeting. When they came out from the meeting, Mr. Peacock had his assistant notarize  
28 the letter written to Jerome, and a letter that he had written to Mr. Peacock. We stopped  
at the post office on the way back to Father's house so that I could mail the letter to  
Jerome for him. When I returned to Spokane later that evening, Father called me and told  
me he was missing the key to his safety deposit box. He called Jerome and asked for it to

1 be returned to him. He went to the bank and informed them he did not have his key, and  
2 on November 9, 2005 he was charged to have the safety deposit box drilled. He was  
3 terribly upset to find that it had been completely emptied without his permission. He  
4 continued to plead with Jerome through phone calls for the return of his property and the  
5 contents of his safety deposit box. The original of Father's will and the copy of my  
6 Mother's will, which Dirk had read on August 17, 2004, were stolen out of the safety  
7 deposit box along with all of the other contents. In answers to interrogatories in Father's  
8 lawsuit against Jerome, Mina McKee admits to mailing the title to the Isuzu Rodeo back  
9 to Father after they were called by Spike Angle from the Sheriff's Office. Mina and  
10 Jerome had said in conversations that he ordered a new copy from the Department of  
11 Motor Vehicles and it was forwarded to him in Louisiana by the Post Office. In their  
12 interrogatories they claim that the reason they had possession of the title to his Isuzu  
13 Rodeo was because it had been forwarded with his mail. Linda Hogamier, who works for  
14 DMV in Wallace, checked the records and at that time only one copy of the title had ever  
15 been issued and it was in 2000, and was mailed to Bill McKee's Post Office box. I also  
16 spoke with Sherrie Michalski at the Osburn Post Office. Her records only go back as far  
17 as August 5, 2005. On that date all mail was being delivered to my Father at his Osburn  
18 Post Office box, and there was not a forwarding address. At no time since then in their  
19 records is there a request from anyone to have Father's mail forwarded to Louisiana or in  
20 care of Jerome McKee. I do not believe it is possible that the title to the Isuzu Rodeo I  
21 saw in the safety deposit box on August 17, 2004 made its way to Louisiana through the  
22 U.S. mail.

20. Following that, I was visiting Father with my youngest son Dane. He wanted to  
21 go target practicing so he went to retrieve the guns. None of the guns were in their usual  
22 places, so we believed Father had been robbed. We opened the hidden compartment  
23 behind the fireplace, and discovered that Father's valuable coin collection, silver bars,  
24 more guns etc. were missing. Father then told Dane where his most prized possession, an  
25 antique Colt 45 in a velvet box, was hidden in the basement under a seat in an old toy car.  
26 It was missing also. Father called the sheriff, Spike Angle, and he came to the house.  
27 Father told Spike that it was his belief that Jerome had taken his Colt 45, because he was  
28 the only person who knew where it was hidden and Jerome had been hinting that he

1 wanted it. Father stated that Jerome had placed it in hiding for him, and no one else knew  
2 of its location. Spike said that he believed the robbery was an "inside job", because  
3 whoever took Father's possessions knew of the secret compartment behind the fireplace,  
4 and the location of the Colt 45. Spike also pointed out nothing else appeared out of  
5 place, and the fact that Father had a lot of pain medication in the kitchen and bathroom,  
6 and alcohol on the kitchen counter that would have been taken if kids were involved. On  
7 that day Spike contacted Jerome by phone and informed me that Jerome denied taking  
8 any of the contents of the safety deposit box, or any of the possessions from Father's  
9 home. Two days later an overnight letter was delivered to my Father's home in Osburn  
10 from Jerome McKee postmarked Thibodeaux, LA. Inside were the title to his Isuzu  
11 Rodeo and his debit card. The title to the Isuzu Rodeo was in the safety deposit box on  
12 August 17, 2004, which was the one and only time I visited Father's safety deposit box at  
13 Bank of America in Osburn, ID.

14 21. In early 2007, I called Jerome and asked him if I could facilitate reconciliation  
15 between Father and him. He said it was nice I had called, but he would have to think  
16 about it. He never called me back as promised, but instead filed to become his guardian.  
17 Both of my adult sons, Garth and Dirk Erickson, tried to reconcile with Jerome through  
18 telephone conversations. Jerome told both Garth and Dirk that I was a terrible person and  
19 that I had taken a "man" on vacation using their Grandfather's money and that he had  
20 proof. Both Garth and Dirk were furious because they knew this was not true and told  
21 him he had better stop slandering their mother. The proof, or the records that Jerome  
22 produced, were airplane tickets, hotel and room expenditures. The charges were indeed  
23 mine, although I had repaid my Father, and the "man" who had accompanied me was my  
24 oldest son Garth. I had gone to Garth's NFL tryouts with him, where we spent the night  
25 along with some other parents and players. This attempt to harm my good name hurt me  
26 very deeply.

27 22. I have taken care of my father over the years and we have enjoyed having him at  
28 my home in Spokane for all of my sons' athletic activities, all holidays, and his birthday  
celebrations. Father has had spinal surgery, two knee surgeries, a stroke, aortic valve  
replacement surgery, and hip replacement surgery since my return to the area. I have  
cared for him through all these surgeries and assisted him with all of his rehabilitation

1 following his operations. He currently is unable to live on his own as he needs full time  
2 assistance with meal preparation, marketing, housekeeping, laundry, personal care, and  
3 transportation to all appointments. I meet with all of doctors and currently am the  
4 guardian of his person. My brothers have benefited from all the care I have provided  
5 Father. It was never necessary to hire someone to care for him following his numerous  
6 surgeries, or while he was recuperating. My brothers never had to be concerned about  
7 Father being alone on holidays or his birthday, knowing he would be with my family.  
8 The trips that they made to the area under the guise of seeing Father were really to spend  
9 time in the Sandpoint area participating in seasonal recreational activities, all while  
10 staying at a home that my brother, Jerome, had purchased in 2004.

11 23. I am currently suffering financially because of the loss of the majority of the  
12 estate promised me for the education of my three sons the care of my family and myself.  
13 I was deprived of the inheritance of a waterfront resort property in Canada, which was  
14 thirty-three acres and promised me for the care of my parents. It was sold in the year  
15 2000 and I received none of the funds. The \$150,000 that was left me by my Mother  
16 disappeared along with the other contents of the safety deposit sometime between August  
17 17<sup>th</sup>, 2004 and August 30<sup>th</sup>, 2005. The valuable river property, 17.09 acres on the North  
18 Fork of the Coeur d'Alene River, my brother claims to own even though he returned it to  
19 me in 2002. I've had to refinance my home to save Father's Osburn home for him in  
20 2005 because he was not making his house payments during the period in which Jerome  
21 represented that he was managing his finances. Before the Priest Lake property was  
22 transferred to me, I had to make two years worth of lease payments that were in arrearage  
23 totally approximately \$14,000. The Osburn house had to be sold to save Priest Lake and  
24 to pay for some of Father's legal bills since he did not want Jerome or Craig as his  
25 guardian(s). I am 62 years old, and cannot recoup these losses. I would have had to have  
26 worked all these years while caring for Father had I known that I was going to be  
27 deprived of the money from the Canadian property. My Father and I have  
28 insurmountable legal bills from having to defend all the lawsuits my brothers have  
brought trying to gain control of Father and his property. My Father does not have  
sufficient income for bills and living expenses, and I provide him 24-hour care. This  
makes it impossible to work, and my savings have been depleted while legal bills

1 continue to mount, and Father's financial and personal needs increase. It harmed me  
2 financially having been led to rely on my brother's promises to honor my parents'  
3 wishes. Had I known I would not receive the property promised me, I would have made  
4 the decision to work rather than keep my Father living with me versus placing him in a  
5 nursing home. I was awarded my home in Mission Viejo, California in my divorce.  
6 There was very little equity in my home when I sold it for approximately \$230,000 and  
7 we moved up to the area to care for Father. My neighbor and friend, Donna Sessions,  
8 informed me that my home in Mission Viejo sold a few years later for over \$750,000. I  
9 would have made a great deal on my property there had I not moved to the area to care  
10 for Father in accordance with our oral agreement. My three sons, Garth, Dirk, and Dane,  
11 were promised again by Father in 1997 that enough of the property would be sold to pay  
12 for their college educations if they moved up to the area to care for him, and that all the  
13 property was going to be theirs some day. Father did pay for some of their auto insurance  
14 over the years, but has not paid for any of their college educations, which has depleted  
15 my savings. The three boys together have well over \$120,000 in student loans still  
16 outstanding, and Dane has one more year at the University of Washington. I feel this is a  
17 terribly unfair way for them to start their adult lives when they moved up the area as  
18 promised and have provided so much care, love and affection to their Grandfather and the  
19 property. I would like to be able to pay off their student loans, sell my home in Spokane  
20 and live on the river property, which had been my plan for many years. My sons and I all  
21 love the area where they have spent all their summer and every Christmas but one  
22 throughout their childhood. I continue to care for my father whom I love very much.

23 Today, because he needs so much care, I have had to hire people to watch him if I have  
24 plans and need to be away from the home. Often that expenditure is a hardship on me.

25 24. On January 20, 2006, an Application for Informal Probate of Will and Informal  
26 Appointment of Personal Representative was filed in Shoshone County, Cause No. CV  
27 2006-40.

28 25. The river property is currently being disputed as it was left to me by my Mother,  
Natalie Parks McKee, in her will dated June 29, 1994, and both my parents' oral promise  
made in June 1994, and agreed upon at the family meeting in November 1994. It was  
later confirmed when my son, Dirk Erickson, read Father's will that he found in the same

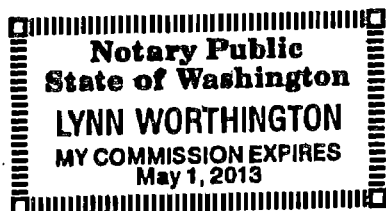
1 envelope as Mother's will in the safety deposit box on August 17, 2004. Because both  
2 my Father and my brother Jerome concealed Mother's will from me, the bulk of my  
3 promised estate has been dissipated. Jerome agreed to give us back the river property in  
4 2002 in honor of his promise to my parents in 1994.

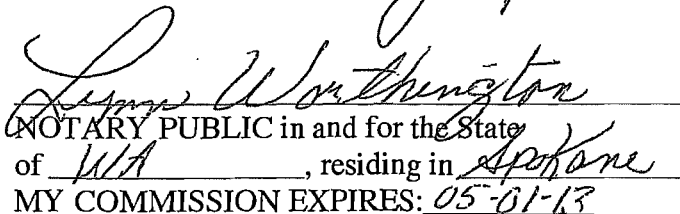
5 26. I had an agreement with my parents and my brothers that I would receive all the  
6 property in my parent's estate because of the care I had given Mother and was going to  
7 provide to Father. My parent's intent was to leave all their property to me in return for  
8 their care as we agreed in June 1994. My Mother's testimony is in her will. My Father's  
9 testimony was in his deposition and affidavit. That testimony is consistent with a letter  
10 he wrote Mr. Peacock in January 2005, and a letter written to Jerome.

11 27. Jerome has for years prior to, and in the guardianship hearing, talked about his  
12 substantial wealth and income. I do not believe my parents loved me any more, but that  
13 their actions were reasonable in light of the fact I was a single mother, had cared for  
14 Mother, promised to care for Father, and had three boys I promised to educate. I did keep  
15 my promise by moving back to the area and have cared for Father for the last twelve  
16 years. I never agreed to any changes in the oral contract made with my parents in June  
17 1994; and with my brother's understanding and agreement to honor that contract in  
18 November 1994 that I was to receive all the property. I believe I have earned the  
19 property I was promised as I have performed on all aspects of the agreement.

20  
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28  
  
MAUREEN ERICKSON

GIVEN under my hand and official seal this 29 day of July 2009.



  
NOTARY PUBLIC in and for the State  
of WA, residing in Spokane  
MY COMMISSION EXPIRES: 05-01-13

COPY

#9

6/26/94

I will all of my portion  
of our property, real and  
personal, and every part  
of our estate to my daughter -  
Maureen Kathleen McKee Erickson  
Also appoint her executrix  
of our estate.

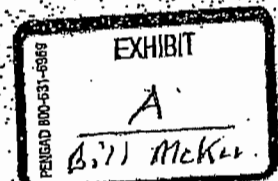
I do this knowing she  
will help Jerome Storm  
McKee (her brother) and  
his family should they  
ever need it.

The household items  
may be divided between  
them with first choice  
going to Maureen.

I am of sound mind  
and have not been  
influenced by anyone.

Mattie Parks McKee

June 26, 1994.





CERTIFICATE OF TRUE COPY

I, Gail Elliott, Deputy Clerk for the District Court of Shoshone County, First Judicial District, State of Idaho, hereby certify that I am an official custodian of the records of said court, located in the Shoshone County Justice Building, and that the attached photocopies of documents and court records (totaling 1 copies) are true and correct copies of original documents on file with the above court, kept in the ordinary course of business, pertaining to Shoshone County District Court case number CV-06-40.

June 26, 1994 Hand-written document by  
Natalie McKee (1 page)

DATED this 2 day of April, 20 08.

PEGGY WHITE  
Clerk of the District Court

BY: Gail Elliott  
Deputy Clerk

LLOYD A. HERMAN  
LLOYD HERMAN & ASSOCIATES, P.S.  
213 N. University Road  
Spokane Valley, WA 99206  
(509) 922-6600 \* fax (509) 922-4720  
ISB No. 6884

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

MAUREEN ERICKSON, a single  
person,

Plaintiff,

v.

BILL MCKEE, a protected person

Defendant.

CASE NO. CV 08-1329

AFFIDAVIT OF JOHN J. ROSE

I, JOHN J. ROSE, being first duly sworn on oath, deposes and says:

1. That I am now and, at all times material hereto, a citizen of the United States, resident of the State of Idaho, over the age of 18 years, and am competent to be a witness herein, and licensed to practice in Idaho.
2. That I have represented Bill E. McKee in legal matters that have occurred in Idaho since October 2006 when Mr. McKee contacted me concerning a lawsuit against his son for theft and fraud.
3. My client, Bill McKee, became aware in February or March 2007 that he was in need of open heart surgery and he met with me after April 11, 2007 to discuss his fear that his surgery would result in the loss of his entire estate due to high probability of long-term nursing home care if he survived his surgery. In an attempt to protect his estate and qualify for Medicaid, he had already deeded, through his attorney Michael Peacock, his property to his daughter, Maureen Erickson, in January 2007. The transfer of the property to his

1 daughter Maureen Erickson was without consideration but conformed with his  
2 testamentary intent to give all of his property to her pursuant to a will that was drafted by  
3 Mr. Peacock in 2005. Unfortunately, qualification for Medicaid required consideration.  
4 He asked me what steps should be taken to qualify him for Medicaid so that his entire  
5 estate would not be dissipated because he wanted to pass it on to Maureen who had cared  
6 for him for many years. On May 29, 2007, during the deposition of Jerome McKee, I  
7 inquired of Jerome if he had any problems with his father giving Maureen his assets.  
8 Jerome said, "I don't have any problem with him doing that as long as it doesn't affect his  
9 eligibility for Medicaid." (See Exhibit 1: Transcript of Deposition of Jerome McKee, dated  
10 May 29, 2007, p. 25, lines 3-7.) On July 9, 2007, because of Mr. McKee's inquiry, I pulled  
11 Washington Administrative Code 388-513-1364 in an effort to determine how to qualify  
12 him for Medicaid in the state in which he resided. (See Exhibit 2, WAC with "July 9,  
13 2007" date.) From that, it was pretty clear all transfers had to be for consideration.

14 4. At the hearing on April 11, 2007 to probate Natalie McKee's will, Judge McFadden  
15 recommended to Maureen Erickson that she had a suit against Bill McKee for fraud for  
16 concealing her mother's will. (See Exhibit 3, Transcript of April 11, 2007 probate  
17 hearing.) I thought that suit might be adequate compensation required under WAC 388-  
18 513-1364 and I recommended Maureen seek Washington counsel.

19 5. When Jerome McKee, Mr. McKee's son, found out about the deeding of the  
20 property, he filed a guardianship proceeding to try and prevent the transfers.

21 6. The deeds were filed on the following dates:

- 22 a. Transfer of State lease, Priest Lake residence on January 11, 2007; and
- 23 b. Transfer of Osburn property on March 13, 2007;

24 These transfers were done prior to an injunction issued by the probate court in the  
25 guardianship on April 11, 2007.

26 7. Jerome McKee, on learning that my client was going to undergo heart surgery in an  
27 attempt to prolong his life, brought a motion in Shoshone County through his attorney,  
28 Pamela Massey, requiring a second medical opinion and reconsideration for surgery, and  
requested the court postpone surgery. The Motion was denied. (See Exhibit 4, Order  
Denying Motion for Second Opinion.)

AFFIDAVIT OF JOHN J. ROSE - 2

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Spokane, Valley WA 99206  
(509) 922-6600

1 8. After Judge McFadden denied that a guardian was needed and refused to appoint  
2 Jerome McKee as guardian, he issued an order appointing a conservator, Shelley Bruna, on  
3 August 27, 2007. Three days later on August 30<sup>th</sup>, Ms. Bruna, the court appointed  
4 conservator, hired Jerome McKee's attorney, Pamela Massey, to bring an action for  
5 declaratory and injunctive relief to declare the transfers invalid for undue influence. It was  
6 declared by counsel that the need for the injunction was because the August 31, 2007  
7 preliminary injunction in the guardianship would expire. (See Exhibit 5: Affidavit of  
8 Melanie E. Baillie in Support of Motion for Preliminary Injunction, dated August 30, 2007.)  
9 On the same day, Ms. Bruna filed a lis pendens that blocked the refinancing to prevent the  
10 foreclosure of the property which was removed by agreement after it became clear the  
11 property would be lost without the refinancing. Thereafter, the motion for preliminary  
12 injunction was heard on September 17<sup>th</sup> before Judge Gibler to prohibit the property from  
13 being wasted or dissipated during the pendency of the litigation and to prevent its sale.

14 9. Judge Gibler of the District Court for Shoshone County denied the injunctive relief  
15 stating that there was no evidence that the deed was improper, was executed under duress,  
16 that Mr. McKee did not know he was doing, or that fraud was involved. (See Exhibit 6:  
17 Transcript of Hearing, September 17, 2007.)

18 10. Thereafter I met with Ms. Bruna and my client at Mr. Romero's office, who  
19 replaced Jerome McKee's attorney, once it had been pointed out that Ms. Massey had a  
20 conflict of interest and should never have been hired by Conservator Bruna in the first  
21 place. At that meeting, my client, who had been ruled without need of a guardian,  
22 reiterated that Ms. Bruna stop all litigation against his daughter, Maureen Erickson.

23 11. On several occasions I met with my client in private (he has authorized me to waive  
24 certain attorney/client privileges for purposes of this litigation) and he disclosed to me that  
25 in a family meeting in 1994 with Bill, Natalie and all children (Jerome, Craig and  
26 Maureen) and Maureen's children present, that both Bill and Natalie were leaving their  
27 entire estate to Maureen and to exclude Jerome and Craig from receiving an inheritance.  
28 (See Exhibit 7, Affidavit of Bill E. McKee dated January 26, 2007; and Exhibit 8,  
Transcript of Deposition of Bill E. McKee, dated May 15, 2007, pgs. 23-27.) He also  
disclosed to me that he felt that the announcement to the family and the entering into the

AFFIDAVIT OF JOHN J. ROSE - 3

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1 will revoked the community property agreement. (See Exhibit 7.) In addition, he disclosed  
2 that he kept his wife's will a secret, did not tell his daughter, but kept it in a safety deposit  
3 box. (See Exhibit 7.) He also informed me that he knew that the disclosure of his wife's  
4 will would prevent him from having absolute power over the property that he and his wife  
5 had accumulated. (See Exhibit 7.) He sold property in Canada without Maureen's consent  
6 and did not disclose to her what he did with the proceeds. (See Exhibit 7.) In addition, he  
7 knew at that time that one half of the interest belonged to Maureen, a fact that he continued  
8 to conceal from her. (See Exhibit 7.) More importantly McKee revealed that he concealed  
9 part of the proceeds, approximately \$150,000, in his safety deposit box, and that his son  
10 Jerry took this money when he removed other things from the safety deposit box and  
11 (equally harmful to his daughter) McKee disclosed to me that he also deeded, under duress,  
12 to his son Jerome McKee, his North Fork Coeur d'Alene River property, of which he knew  
13 50% belonged to Maureen. (See Exhibit 8, Transcript of Deposition of Bill E. McKee,  
14 dated May 15, 2007, pgs. 9-10, 14-18, and 45-47.)

15 12. The following attached documents are true and correct copies:

- 16 a. Exhibit 1, Transcript of Deposition of Jerome McKee, dated May 29, 2007,  
17 page 1 and page 25, lines 3-7.
- 18 b. Exhibit 2, WAC with "July 9, 2007" date.
- 19 c. Exhibit 3, Transcript of April 11, 2007 probate hearing.
- 20 d. Exhibit 4, Order Denying Motion for Second Opinion.
- 21 e. Exhibit 5, Affidavit of Melanie E. Baillie in Support of Motion for  
22 Preliminary Injunction, dated August 30, 2007.
- 23 f. Exhibit 6, Transcript of Hearing of September 17, 2007.
- 24 g. Exhibit 7, Affidavit of Bill E. McKee dated January 26, 2007.
- 25 h. Exhibit 8, Transcript of Deposition of Bill E. McKee, dated May 15, 2007,  
26 pages 1, 9-10, 14-18, 23-27, and 45-47.

27 I declare under penalty of perjury under the laws of the State of Washington that  
28 the foregoing is true and correct.

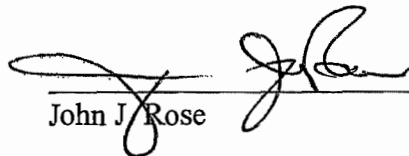
AFFIDAVIT OF JOHN J. ROSE - 4

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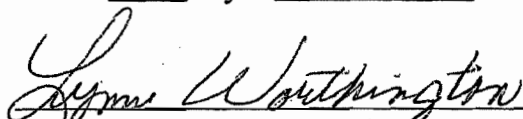
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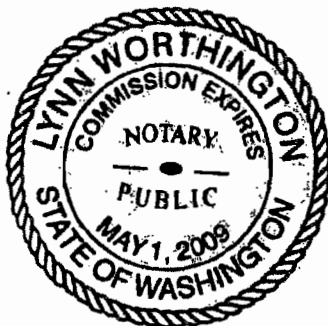
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DATED this 3rd day of April, 2008.

  
\_\_\_\_\_  
John J. Rose

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of WA, residing in Spokane  
MY COMMISSION EXPIRES: 05-01-09



AFFIDAVIT OF JOHN J. ROSE - 5

Lloyd A. Herman & Associates  
213 N. University  
Spokane, Valley WA 99206  
(509) 922-6600

COPY

#11

THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO  
IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE  
GUARDIANSHIP AND  
CONSERVATORSHIP OF

) Case No. CV 07-120  
)  
)  
)

BILL E. MCKEE

COPY

VIDEOTAPED DEPOSITION OF BILL E. MCKEE

TAKEN ON BEHALF OF THE WARD

AT KELLOGG, IDAHO

MAY 15, 2007, AT 9:40 A.M.

REPORTED BY:  
NEIL COOLEY, C.S.R.  
Notary Public



Coeur d'Alene, Idaho  
Northern Offices  
208.765.1700  
1.800.879.1700

Spokane, Washington  
509.455.4513  
1.800.879.1700  
www.mmcourt.com

Boise, Idaho  
Southern Offices  
208.345.9611  
1.800.234.9611

## A P P E A R A N C E

MR. JOHN R. ROSE, JR., Attorney at Law, 708 West  
Cameron Avenue, Kellogg, Idaho 83837, appearing for  
and on behalf of the Ward.

MS. PAMELA B. MASSEY, Attorney at Law, 500 North  
Government Way, Suite 600, Coeur d'Alene, Idaho  
83814, appearing for and on behalf of the  
Petitioner.

## A L S O A T T E N D I N G :

Maureen Erickson  
Robert Guier, Videographer

THE DEPOSITION OF BILL E. McKEE, was  
taken on behalf of the Ward on this, the 15th day of  
May 2007, at 708 West Cameron Avenue, Kellogg,  
Idaho, before M & M Court Reporting Service, Inc.,  
by Neil Cooley, Court Reporter and Notary Public  
within and for the State of Idaho, to be used in an  
action pending in the District Court of the First  
Judicial District of the State of Idaho, in and for  
the County of Shoshone, said cause being Case No. CV  
07-120 in said court.

THEREUPON, the following proceedings were  
adduced, to wit:

BILL E. McKEE,

a witness having been first duly sworn to tell the  
truth, the whole truth, and nothing but the truth,  
relating to said cause, deposes and says:

## E X A M I N A T I O N

## Q U E S T I O N S B Y M R . R O S E :

Q. Good morning, Bill, I am going to be  
asking you some questions here.

A. I expected you would.

Q. First of all, give us -- state your name,  
please.

A. Bill E. McKee.

Q. And spell your last name.

## I N D E X

## T E S T I M O N Y O F B I L L E . M c K E E :

Examination by Mr. Rose

Examination by Ms. Massey

Further examination by Mr. Rose

P A G E

4

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## D E P O S I T I O N E X H I B I T S :

M A R K E D

A Natalie's will

23

A. M-c-K-e-e.

Q. How old are you, Bill?

A. Ninety, pushing on 91 pretty close.

Q. Where do you live?

A. I'm not sure. I have been living for the  
past several years in my house in Osburn and life  
has become more complicated and I have been at  
Maureen's house in Spokane for the last few weeks,  
and this is due to things that Jerry has done to our  
structure.

Q. How are you feeling today?

A. All right.

Q. Did you have an accident here this last  
Saturday?

A. Yeah, that's it.

Q. What happened?

A. My dog, who is a Russian -- I can't say  
the word, Siberian, she is very, very strong and  
quick. And she was whimpering and I went out to see  
what it was. And she has got a big cage there that  
she hates, but she doesn't mind being close to it  
from the outside. And she had gotten tangled up  
with this heavy wire that the cage is composed of  
and it was through her collar. And I got that  
cleared, but I got a piece of the wire from the



1 fence through the bottom of my fingernail on my left  
2 hand little finger, and it was painful, to say the  
3 least, but I wasn't going to do anything about it.  
4 I have been hurt a lot of times. I never had any  
5 worse pain than I was having with that.

6 But the dog, before I got the wire out,  
7 got excited and pulled me 10 feet across the room  
8 with that wire, and I am reasonably tough, I think,  
9 but I just really screamed.

10 And about then an ambulance showed up and  
11 I didn't know anybody had called one.

12 Q. Did you require some hospitalization?  
13 Did you have to go to the hospital?

14 A. Yes, I went to the hospital and they  
15 appreciated what it was, and everything, and gave me  
16 a lot of care.

17 Q. Have you been having some heart problems  
18 lately?

19 A. Seems like I always at my age have a few,  
20 particularly -- pretty much standard.

21 Q. Have you been seeing some heart doctors  
22 lately?

23 A. Yes, I have been having some heart  
24 problems and I am scheduled for some heart work in  
25 the next week or so.

1 A. I can think of nothing worse.

2 Q. And why?

3 A. We used to get along but we don't at all  
4 any more, he is such a changed individual that I  
5 don't want anything to do with him.

6 Q. Has Jerry attempted to control you in the  
7 past?

8 A. More and more as time has gone on. He  
9 kidnapped me.

10 Q. Tell me about that.

11 A. Well, they stopped by my house in the  
12 afternoon and they had a new car I hadn't seen  
13 before, and said, "Come on, get your hat and coat  
14 and we are going up to Pend Oreille Lake."

15 I said, "Well, I'm not sure I want to."

16 He says, "Oh, yeah, you want to, we have  
17 got something up there we want to show you."

18 So I decided what the heck, so I went up  
19 there and we arrived -- oh, and his two children  
20 were in the car, a boy and a girl. And his wife was  
21 just -- it was just a new house which I hadn't seen  
22 or heard of, and my other son was there with his  
23 wife and they had two guests that -- they live in  
24 Salt Lake and they brought two guests up to enjoy  
25 the doings.

1 Q. Now, do you have any children, Bill? Do  
2 you have any children?

3 A. Yes, I have three.

4 Q. And what are their names?

5 A. Maureen McKee -- Erickson, excuse me, I  
6 haven't gotten used to her being married yet, and  
7 Jerry, Jerome is his proper name, and Craig, who  
8 lives in Salt Lake.

9 Q. Now, where does Jerome live? Where does  
10 Jerome live?

11 A. In Thibadaux, Louisiana.

12 Q. You call him Jerry? Is Jerome called  
13 Jerry?

14 A. Yeah, pretty much commonly.

15 Q. So you have been married in the past?  
16 You were married?

17 A. Yes, my wife passed away.

18 Q. And what was your wife's name?

19 A. Natalie, N-a-t-a-l-i-e.

20 Q. How long were you and Natalie married?

21 A. Fifty-three years.

22 Q. Now, are you aware that Jerry is trying  
23 to get guardianship of you?

24 A. Yes, I am.

25 Q. How do you feel about that?

1 Q. So it was Jerry that came by your house  
2 and wanted you to go up to Pend Oreille with them?

3 A. Insisted that I do, yeah.

4 Q. And what did you do when you got up  
5 there?

6 A. Well, we went out boating all day long,  
7 he had a big new boat along with his big new house,  
8 and it was big, I don't know how many bedrooms it  
9 had. He was very proud of it. And they had papers  
10 scattered from here to there and half way back  
11 again, and they asked me to help his wife with them.

12 I did, but we didn't get along really  
13 well so I quit.

14 Q. What is Jerry's wife's name?

15 Bill, you can't rely on anybody for help.

16 A. Who?

17 Q. Jerry's wife.

18 A. Mina. M-i-n-a.

19 Q. When you were going through papers up  
20 there did you see anything from your safety deposit  
21 box?

22 A. Yes, I did.

23 Q. What did you see?

24 A. Well, I have trouble right at the moment  
25 recalling exactly what, but they were business

1 papers.  
 2 Q. Of yours?  
 3 A. Of mine, yes.  
 4 Q. And they had -- where were they before  
 5 you saw them up there at Jerry's? Where were they  
 6 before you saw them up there at Pend Oreille?  
 7 A. What is the first word?  
 8 Q. Where had those papers been before you  
 9 saw them up at Jerry's?  
 10 A. Yeah.  
 11 Q. Where were they before then?  
 12 A. They were in my safety deposit box in  
 13 Osburn.  
 14 Q. Was that at a bank? Was that at a bank  
 15 in Osburn?  
 16 A. Yes, Bank of America in Osburn.  
 17 Q. Do you know if Jerry had a -- had you  
 18 given Jerry a key to your safety deposit box?  
 19 A. I had not and I had no knowledge that he  
 20 had one, but he had talked the manager out of it and  
 21 she had given him a key and I wasn't notified, and  
 22 he had been using that box for some time, I don't  
 23 know how long.  
 24 Q. Now, how long were you up there at Pend  
 25 Oreille?

1 A. I think probably seven or eight days.  
 2 Then it came over the air that they were having  
 3 hurricanes and all kinds of trouble in southern  
 4 Louisiana and he decided he had to go back and see  
 5 how things were doing.  
 6 Q. Who is "he"?  
 7 A. Jerry.  
 8 Q. Oh, okay.  
 9 A. And --  
 10 Q. And did he leave? Did Jerry leave and go  
 11 back?  
 12 A. Yes, he left, and in a day or two Mina  
 13 said, "Well, we have got to get going now."  
 14 And I said, "Where are we going?"  
 15 She said, "Well, over to Louisiana, we  
 16 are going down there."  
 17 And I knew right away that they were  
 18 planning on kidnapping me and putting me in a  
 19 nursing home in southern, and I do mean southern,  
 20 Louisiana.  
 21 Q. So what happened?  
 22 A. We had the first stage of our flight  
 23 leaving Spokane. She drove us to Spokane, and she  
 24 and I both put our baggage in a building provided  
 25 for that if you were changing. And I got mine, and

1 that's when I told her that I wasn't going any  
 2 further and I was going back to Osburn.  
 3 Q. Where were you at that time?  
 4 A. What?  
 5 Q. Where were you then?  
 6 A. Oh, we were still in that building. She  
 7 was just blazing mad.  
 8 Q. Did you leave Spokane? Did you leave  
 9 Spokane?  
 10 A. The plane took off and I called Maureen,  
 11 who lives real close to the airport, and she came up  
 12 and got me and I have been there or at home or at my  
 13 place.  
 14 Q. I'm talking about when Jerry wanted to  
 15 take you down to Louisiana, did you get on a plane  
 16 with Mina?  
 17 A. Yeah, we went from Spokane to Salt Lake  
 18 together.  
 19 Q. What happened in Salt Lake?  
 20 A. I had told her before, when we were  
 21 getting our bags is when I told her that I wasn't  
 22 going.  
 23 Q. What happened then?  
 24 A. Oh, gad, she flew into a rage and called  
 25 Jerry, and what have you, and he knew me well enough

1 to know that that was final.  
 2 And where was I?  
 3 Q. So what happened when you told him he  
 4 weren't going to go on from Salt Lake?  
 5 A. Well, there was a lot of black looks at  
 6 me, not only from Mina but from Craig, my other son,  
 7 and his wife, they were all siding with Jerry and  
 8 wanting to get me to a nursing home in southern  
 9 Louisiana.  
 10 Q. So what happened from Salt Lake?  
 11 A. My son finally came to me and he said, "I  
 12 am going to drag you home tomorrow."  
 13 Q. Which son is that? Which son?  
 14 A. This is the other one, I only have the  
 15 two.  
 16 Q. What is his name?  
 17 A. Craig.  
 18 Q. And did he do that, did he bring you  
 19 home? Did Craig bring you home?  
 20 A. Yeah, we had quite a lot trouble. He had  
 21 a brand new car and it acted up and had to have a  
 22 lot of doing to keep us going but we got there. And  
 23 he spent the night at my house, not very happy about  
 24 it, he was missing work and mad about his brand new  
 25 car and -- but that was the end of that.

1 He left and called me a day or two later  
 2 and told me he had made it back all right.  
 3 Q. When you got back from Salt Lake were you  
 4 able to find your safety deposit key?  
 5 A. Well, when I got back --  
 6 Q. From Salt Lake, were you able to find  
 7 your safety deposit key?  
 8 A. No, and --  
 9 Q. Did you have to do anything to get into  
 10 your safety -- how did you get into your safety  
 11 deposit box?  
 12 A. I had to get another one and pay the  
 13 charge.  
 14 Q. What do you mean?  
 15 A. Huh?  
 16 Q. What do you mean you had to pay the  
 17 charge?  
 18 A. Well, they wouldn't let me in without  
 19 buying a new key.  
 20 Q. Okay, so what did you have to do?  
 21 A. Well, I just raised hob about it, but  
 22 they still insisted I had to pay it.  
 23 Q. Did you get into your safety deposit box  
 24 then when you got back?  
 25 A. Yes, and it was absolutely bare, there

1 wasn't anything in it.  
 2 Q. What had been in it before?  
 3 A. Oh, papers, money, stock certificates,  
 4 all the usual.  
 5 Q. And they were gone when you got back?  
 6 A. Yeah, they were gone, they were in  
 7 Louisiana by that time.  
 8 Q. What do you think about Louisiana?  
 9 A. I don't like it.  
 10 Q. Why not?  
 11 A. Well, the temperature and the humidity,  
 12 people, and the relatives. Is that enough?  
 13 Q. You don't want to go to Louisiana?  
 14 A. No way. I have been there several times  
 15 but it doesn't appeal to me.  
 16 Q. Did you have some problems with Jerry  
 17 over your North Fork property?  
 18 A. Yeah, he kept --  
 19 Q. First of all, tell me what your North  
 20 Fork property was.  
 21 A. It was some property on the North Fork of  
 22 the Coeur d'Alene River down stream from where you  
 23 live, and I -- it was advertised for sale and I saw  
 24 it and thought, boy, that's a beautiful piece of  
 25 land, I am going to see if I can buy it.

1 And I found the owner and talked with  
 2 him. He was a colored man who had planned to have a  
 3 rental camping site there or land or cabins. And he  
 4 encountered problems not uncommon in the valley,  
 5 being the wrong color skin, and he decided it was  
 6 hopeless and he left.  
 7 And I continued to pay him planning on  
 8 Jerry having it. He was off in the service, he was  
 9 in southern Florida at that time.  
 10 Q. Jerry was?  
 11 A. Huh?  
 12 Q. Jerry was?  
 13 A. Yeah.  
 14 Q. Whose name did you put on the property  
 15 when you bought it?  
 16 A. Mine.  
 17 Q. Was Jerry's on there also?  
 18 A. I don't believe I did put Jerry on, but I  
 19 know we did later when he came back.  
 20 Q. Now, do you still have that property?  
 21 A. He has claimed more and more of it.  
 22 Q. Who is he?  
 23 A. Jerry, he just moved in there and by hook  
 24 or by crook has declared himself owner of the whole  
 25 piece of property, which is a fair size piece right

1 on the river.  
 2 Q. Have you asked him to give it back to  
 3 you?  
 4 A. I have asked him several times and he  
 5 flatly refuses. And Maureen and her boys are also  
 6 supposed to be owners of that.  
 7 Q. And why is that?  
 8 A. Well, because I bought it for them  
 9 primarily.  
 10 Q. How did Jerry get the North Fork  
 11 property?  
 12 A. Well, he took it and got papers changed  
 13 and claimed it was his.  
 14 Q. Did you get any money for it?  
 15 A. No, and I paid for it all the time he was  
 16 in the service all through the war.  
 17 Q. Did Jerry make any promises to you to get  
 18 the North Fork property?  
 19 A. Yes, but he never lived up to it.  
 20 Q. What promises did he make to you?  
 21 A. That he would give us certain pieces of  
 22 it.  
 23 Q. Give who certain pieces of it?  
 24 A. Well, I wanted it for Maureen and the  
 25 boys, but I was doing the arguing.

1 Q. So did Jerry promise to give part of it  
2 back then?  
3 A. Yes, but he didn't.  
4 Q. Yes, but he didn't?  
5 A. Yeah. His lone offer was that we could  
6 cut timber off the road that went from the river up  
7 to the peak there, and we did that and marketed the  
8 timber, that's Maureen and I.  
9 Q. Do you want to take a break or do you  
10 want to keep going here?  
11 A. However.  
12 Q. It is just how you feel is the whole  
13 deal.  
14 A. I am all right for a while now.  
15 Q. Now, did you have some property in Moyie?  
16 A. Yes, I did.  
17 Q. And where is Moyie?  
18 A. It's in Canada, I can't name the town  
19 that is the county seat there, Maureen probably can.  
20 Q. What kind of property did you have up  
21 there?  
22 A. Beautiful lake property, a beautiful,  
23 beautiful spot there and a beautiful home, lovely  
24 beach, everything about it was perfect.  
25 Q. Do you still have that property?

1 A. No, I do not.  
2 Q. And what happened to that property?  
3 A. I sold it.  
4 Q. Do you recall for about how much you sold  
5 it for?  
6 A. 300,000.  
7 Q. And what happened to the money, the sales  
8 money from that, the money you got from the sale of  
9 that Moyie property?  
10 A. Well, various things. I sold it for a  
11 lot more than I paid for it, and I started playing  
12 footsie and I split the money up, I put some in the  
13 safety deposit boxes there and put some in my pocket  
14 and spread it to a few places in the U-S when I got  
15 back.  
16 Q. Now, the money you said you put in the  
17 safety deposit box, was that the same safety deposit  
18 box that you were missing papers and stuff and money  
19 from?  
20 A. No, that was in the bank in Osburn.  
21 Q. Did you put any of the -- did you put  
22 some of the Moyie money in that Osburn bank?  
23 A. If so, very little.  
24 Q. Did Jerry get any of that money?  
25 A. I don't know. He got money wherever I

1 had it, so I assume he did. And he really had an in  
2 with the bank manager, and when this started to go  
3 to pieces the bank manager resigned and left.  
4 Q. Now, have you been -- have you had some  
5 things taken from your home?  
6 A. Yes.  
7 Q. What type of things were taken from your  
8 home?  
9 A. Well, I was in Spokane at Maureen's home  
10 for Christmas, and I'm not certain what year it was,  
11 Maureen will be. I went to her place for Christmas  
12 and was there for two or three weeks. And when I  
13 got back, it was obvious that I had been robbed.  
14 And I was always a holder of money, and I started  
15 checking the spots, all of which Jerry was  
16 thoroughly acquainted with because I trusted him at  
17 at that point, but he had gotten it all and gotten  
18 out of there.  
19 Q. Jerry?  
20 A. Jerry, nobody else could have. There  
21 were things in there that he was the only person  
22 alive that knew where they were hid.  
23 Q. Like what?  
24 A. Well, this wasn't the most valuable thing  
25 but it was something that I really was taken with.

1 I won a most beautiful gun at a party at the Elks  
2 for duck hunters, and it was a drawing and I won the  
3 first prize, and it was a beautiful hand gun, a .45,  
4 and just a thing of perfection in a beautiful  
5 hardwood case, and I was so proud of that.  
6 Well, I was worried about it, and so I  
7 asked Jerry to help me hide it. Real smart. And  
8 that was the first thing I looked for when I found  
9 the house had been robbed, and that was a clue to me  
10 because nobody else knew where it was. And the same  
11 thing was true of other items.  
12 Q. What other items?  
13 A. Well, everything was gone of value. I  
14 had lots of guns, I had lots of coins, I had been a  
15 coin collector every since I was five years old. I  
16 really got hooked on it. I was living in Anaconda,  
17 Montana, and I was five-and-a-half years old and my  
18 dad worked in the printing business, it's a small  
19 town, just had local delivery.  
20 And so when I was five-and-a-half I went  
21 up and talked to him and said I wanted to be able to  
22 buy them and sell them on the streets. So at  
23 five-and-a-half I got up every morning and bought an  
24 armload of those papers and sold them on the  
25 streets, and I had lots, lots of small coins.

1 Q. And those were missing from your home?

2 A. They were gone. I had almost none of my  
3 -- oh, and I kept dollars and quarters and fifty  
4 cent pieces in five-pound coffee cans and had them  
5 scattered all over the house and he got them all.

6 Q. Did you report this to the police? Did  
7 you make a police report about this?

8 A. Yes, and I reported it to the local head  
9 of the police and he took it upon himself to go down  
10 to Louisiana, and came back and said, "He is such a  
11 nice guy, I'm sure he didn't take them."

12 Q. That's what the police officer said about  
13 Jerry?

14 A. Yeah. And I said, "Well, you are making  
15 a hell of a mistake." And he didn't think so. But  
16 he told me later that he was more suspicious, but he  
17 never went back.

18 Oh, and then there was a lot of  
19 involvement in the insurance company, it was  
20 insured.

21 Q. Did you get some insurance settlement?

22 A. Yeah, nowhere near adequate, but I got  
23 some, for which I was grateful.

24 MR. ROSE: Let's take a break here for a  
25 minute so you can have a sip of coffee, Bill.

1 THE WITNESS: Yeah, thank you.

2 (Recess taken.)

3 (Deposition Exhibit No. A marked for  
4 identification.)

5 BY MR. ROSE:

6 Q. Okay, Bill, are you ready for some more  
7 questions?

8 A. Would you turn the volume down just a  
9 trifle, please?

10 Q. He will turn the volume down so you are  
11 comfortable.

12 A. Yeah, that's good, thanks.

13 Q. Do you have some hearing problems?

14 A. You bet.

15 Q. And that's why you are wearing those  
16 headphones today?

17 A. Yeah, yeah.

18 Q. Do they seem to help you?

19 A. Yeah, they are fine.

20 Q. When Natalie, your wife passed away, did  
21 she have a will?

A. Yes, she did.

23 Q. And can you tell me about that?

24 A. Well, she and I both wrote one at the  
25 same time, and it was near the end for her, and I

1 guess that's all.

2 Q. And what did that -- what did that will  
3 provide for, what did that will say?

4 A. Well, the kids, of course, were part of  
5 it and she wanted to be sure they were taken care of  
6 and she wanted to be sure that Maureen was taken  
7 care of, and I think that was her primary concern.

8 Q. And what did she say in her will, if you  
9 remember? What did she say in her will, if you  
10 remember?

11 MS. MASSEY: I'm going to object to this  
12 question, it is irrelevant what Natalie said in her  
13 will.

14 BY MR. ROSE:

15 Q. Go ahead, Bill, what did she say in your  
16 will, as best you remember?

17 A. Oh, golly, well, just to make sure that  
18 the Maureen and her three boys was properly taken  
19 care of and that the changes to get property that  
20 was theirs back in their hands.

21 Q. And what property is that?

22 A. Well, first and primary was the property  
23 on the North Fork.

24 Q. Was there some other property?

25 A. I have to think. Oh, yeah, sure, the

1 Priest Lake home, and I can't remember for certain,  
2 I think we still had the one in Canada at that time,  
3 I'm not positive of that.

4 Q. Was Jerry aware of this?

5 A. Yes.

6 Q. How was he aware of it?

7 A. Well, he was awful nosy, he kept track of  
8 things awfully well, too well.

9 Q. Showing you what I have -- I had this  
10 marked as Exhibit A, is that Natalie's will?

11 MS. MASSEY: I'm going to object to the  
12 entry of Exhibit A on relevance, Natalie's will is  
13 irrelevant to this proceeding.

14 BY MR. ROSE:

15 Q. Is that Natalie's will?

16 A. It's her handwriting, I guess to get  
17 started. It's obviously a will. Do you want me to  
18 read it?

19 Q. Is that Natalie's will?

20 A. Yes, her handwriting and her will.

21 Q. Now, what did you say in the will that  
22 you wrote out?

23 A. Probably lies that I didn't adhere to.

24 Q. What did you say?

25 A. Well, I think I promised to get the

1 ownership of properties that rightfully belonged to  
 2 Maureen and her family back in their hands.  
 3 Q. Now, have you turned some property over  
 4 to Maureen? Have you given some property to  
 5 Maureen?  
 6 A. I am trying to think. I don't think I  
 7 officially have.  
 8 Q. Well, you know whose name the Osburn  
 9 house is in? Whose name is the Osburn house in?  
 10 A. Well, it's in mine; at the present time  
 11 it's in Maureen's.  
 12 Q. What about your -- do you have some  
 13 problem -- or not problem, do you have some property  
 14 on Priest River?  
 15 A. On Priest Lake.  
 16 Q. Priest Lake, okay. And what property is  
 17 that?  
 18 A. It's on the state owned lot that we  
 19 lease, we have had it for years and years and the  
 20 kids -- it's the best spot in the world as far as  
 21 they are concerned, mine, too.  
 22 Q. Whose name is that in? Whose name is  
 23 that property in now?  
 24 A. Theirs.  
 25 Q. Who is "theirs"?

1 A. Maureen.  
 2 Q. You don't want to consider Jerry?  
 3 A. No.  
 4 Q. Why not?  
 5 A. He is not -- you can't trust him.  
 6 Q. Where did Maureen live before Spokane?  
 7 A. She lived in southern California, she was  
 8 married and divorced there and she loved it down  
 9 there and I talked her out of it and made her  
 10 promises on the north, and what have you, that I  
 11 didn't follow up on, but it got her up here anyhow.  
 12 Q. And did you need her up there? Why did  
 13 you need her -- did you need her up there for any  
 14 reason?  
 15 A. Well, those boys were the greatest thing  
 16 I ever encountered and I wanted them close enough I  
 17 could see them.  
 18 Q. Bill, going back to that kidnapping  
 19 stuff, okay?  
 20 A. Yeah.  
 21 Q. When you were up there -- where was it,  
 22 Pend Oreille?  
 23 A. Pend Oreille.  
 24 Q. Did you have any problem with the  
 25 telephone?

1 A. Well, Maureen and the boys.  
 2 Q. And what about this house in Spokane that  
 3 Maureen lives in, whose property is that?  
 4 A. Well, I think it's in my name right now.  
 5 I am awfully vague about all this stuff, but I think  
 6 that's correct, and it is my name, mine in name  
 7 only.  
 8 Q. Whose house is it?  
 9 A. It's Maureen's.  
 10 Q. Now, do you want Maureen to have the  
 11 house in Osburn and the house in Spokane and the  
 12 property on Priest Lake?  
 13 A. Yes.  
 14 Q. Do you want Jerry to have any of that?  
 15 A. No.  
 16 Q. Do you want him to have any control of  
 17 it?  
 18 A. No.  
 19 Q. What about Craig, do you want him to have  
 20 any of that property?  
 21 A. No.  
 22 Q. Do you want him to have any control?  
 23 A. No.  
 24 Q. If the judge says that you need a  
 25 guardian, who do you want your guardian to be?

1 A. Yeah, I was there alone one day, which  
 2 was the only time I had been alone, and so I  
 3 wandered around and found a simpler phone and it was  
 4 up on the main floor, and so I picked it up and  
 5 called Maureen in Spokane and told her what was  
 6 happening. And she got it figured out in a hurry  
 7 and so she was, I think, anticipating my being in  
 8 Spokane so I hope I didn't surprise her completely  
 9 when I called and told her I was there and staying  
 10 and I was not going to Louisiana.  
 11 Q. Well, were you supposed to be using the  
 12 phone?  
 13 A. Oh, no, when she got home --  
 14 Q. Who is "she"?  
 15 A. Jerry's wife, she come raging in and she  
 16 said, "You used the telephone."  
 17 I said, "Yeah, I knew how."  
 18 And she said, "Well, you were not  
 19 supposed to."  
 20 And I said, "You never told me that."  
 21 And I said, "I am accustomed to using telephones  
 22 wherever I am and so I did." She was just madder  
 23 than hops, which is easy for her.  
 24 Q. Did you have some problem with the F-B-I  
 25 at some point in time? Let me ask you this, did

1 Jerry ever send anybody up to stay with you?

2 A. Oh, yeah, yeah. This was shortly after  
they married, and the phone rang this one day and it  
was Jerry and he was talking fast and he said,  
5 "We've got a real problem down here and we need  
6 help." And he said, "My brother-in-law recently  
7 divorced and the children were awarded to his wife,"  
8 and her husband he felt she was not doing a good  
9 job. This is not Jerry but the father of the kids.

10 And so he had gotten a 20-foot ladder at  
11 the house where they were, which was apparently -- I  
12 don't know this for sure, but it was apparently a  
13 new husband, and he went up the 20-foot ladder and  
14 got his two children and took them down, and he had  
15 a traveling car with beds in it and cooking  
16 facilities, and what have you. He jumped in it and  
17 was headed out.

18 But the F-B-I was getting heavy in there,  
19 and so Jerry said, "We would like to send them up to  
20 you."

21 And I said, "Well, I'm not very anxious  
22 to have the F-B-I after me."

23 And he said, "Oh, they will never think  
24 of you."

25 I gave in as usual, and they showed up a

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1 couple of days later. And they were charming. I  
2 had met the father just briefly, but the kids were  
3 awfully nice children. So they stayed with us, but  
4 the F-B-I was circling around us in short order, so  
5 they were keeping track, I think.

6 I said to the boy, I said, "This is going  
7 to get nasty and I not only don't want you to get  
8 caught," and I said, "I don't want to be in jail for  
9 helping you." I said, "I will draw you a map and  
10 you go to our lake place up on Priest Lake and stay  
11 in there," and I said, "I don't think they will find  
12 you right away, but I said, "I'd look around as I  
13 travel and see if anything suspicious, and if so, I  
14 would change."

15 But anyhow, he got there and he called me  
16 and he told me he got there unattended. And he  
17 stayed there for a period of time, several weeks, as  
18 I recall. And then I got a call and he was going to  
19 move on. And he told me they had done a little work  
20 there, and when I got up there he and those two  
21 rather small kids, I suppose seven to nine, had  
22 moved huge boulders off my beach and had made them  
23 in a more presentable arrangement and they had had a  
24 great time in the lake and I hadn't seen any F-B-I  
25 men so it probably had been successful.

1 But they left and they didn't go very  
2 far, they stopped in Spokane. And the next thing I  
3 heard was that the F-B-I was circling around again.

4 I said, "Well, I don't think it would be  
5 wise for you to come back here because it was  
6 obvious they knew you were here."

7 And he said, "No, I think we will be  
8 moving on."

9 Well, I heard from them a week, maybe two  
10 weeks, again by phone, and they were in Mexico.

11 Q. Did the F-B-I ever catch up with you?

12 A. No, and they never -- I don't think they  
13 ever came to my house, but it was evident they were  
14 there. But I thought that was a terribly nervy  
15 thing to ask even of your own father to offend the  
16 F-B-I, but he was adamant and I gave in. Funny I am  
17 not in jail.

18 MR. ROSE: We are off the record here for  
19 a moment.

20 (Off the record.)

21 BY MR. ROSE:

22 Q. Okay, Bill? Can you hear me?

23 A. Yes.

24 MR. ROSE: That's all the questions I  
25 have for you now. Ms. Massey is going to get to ask

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1 you some questions.

2 THE WITNESS: Okay.

3 EXAMINATION

4 QUESTIONS BY MS. MASSEY:

5 Q. Good morning, Mr. McKee, I am Pamela  
6 Massey, we met earlier in the break and I have a few  
7 questions for you. If you have trouble hearing me  
8 at any point, just say so and I will repeat the  
9 question for you.

10 A. Well, I can hear you now.

11 Q. Okay, good, good. So I understand that  
12 you are scheduled for some surgery in the next few  
13 weeks; is that correct?

14 A. It is correct. I have mixed emotions. I  
15 don't know that I am sure, but she is a tough boss  
16 so I probably will.

17 Q. Who is a tough boss?

18 A. Maureen.

19 Q. Maureen. Has Maureen scheduled that  
20 surgery for you?

21 A. Well, with my presence.

22 Q. What kind of surgery is that?

23 A. Heart.

24 Q. Heart surgery, what specifically to do  
25 with your heart, Mr. McKee?

1 A. I don't know, I'm not very knowledgeable  
2 about the interior.  
3 Q. What is the name of your cardiologist?  
4 A. You will have to ask Maureen, I don't  
5 know.  
6 Q. Have you sat down and spoken with your  
7 cardiologist about the pros and cons of the surgery,  
8 the risks?  
9 A. Yes, I have, I am very impressed with  
10 him. He has got a wonderful reputation, and all  
11 that, but I'm not sure I feel it's a necessity, but  
12 he is a better judge than I so I probably will.  
13 Q. Has he offered you some benefit from the  
14 surgery? What will the surgery help you with?  
15 A. Whatever I got wrong with it.  
16 Q. And now, Mr. McKee, you also mentioned  
17 earlier that you are living in Spokane right now?  
18 A. Yes, I have been over there for two or  
19 three weeks, I think.  
20 Q. Why is that?  
21 A. I don't remember for sure. I think that  
22 Maureen had things she had to do and so I just went  
23 back with her.  
24 Q. Previously to going to Spokane with  
25 Maureen where were you living?

1 A. In my house in Osburn.  
2 Q. Were you living alone?  
3 A. Yes.  
4 Q. Did you have help come into your home?  
5 A. Well, not by the time I left. I had help  
6 there, Jerry was paying for the help and she proved  
7 to be untrustworthy and that was the end of her.  
8 Q. How was she untrustworthy?  
9 A. She was reporting daily to Jerry on me  
10 and my conditions and my doings, and what have you,  
11 and that's it, I didn't like it.  
12 Q. You didn't like her talking with Jerry?  
13 A. Huh?  
14 Q. Are you saying that you did not like the  
15 fact that she spoke with Jerry?  
16 A. Yeah, that wasn't a part of her job.  
17 Q. Do you remember how often she came in to  
18 assist you in your home?  
19 A. Daily, and I think it was -- I think  
20 three days a week, my memory is not real good.  
21 Q. What kind of things did she help you  
22 with?  
23 A. What kind of food?  
24 Q. What kind of activities did she help you  
25 with?

1 A. Oh, she was a best bed maker I ever saw  
2 in my whole put together, I will say that for her.  
3 She made the bedspread look like it was a plate of  
4 glass, and she told me she had worked for motels in  
5 where she had learned that, and I thought that was  
6 interesting. And she prepared meals for me when she  
7 was there and she cleaned house.  
8 Q. Mr. McKee, do you have a monthly income?  
9 A. Yes.  
10 Q. And how much is that monthly income?  
11 A. Oh, I don't remember.  
12 Q. Do you remember where your income comes  
13 from?  
14 A. Well, I have some coming from -- I don't  
15 know, they just deposit it, a governmental agency.  
16 Q. And what about your monthly expenses,  
17 what bills do you pay every month? What bills do  
18 you pay every month?  
19 A. What is the second word?  
20 Q. Bills, payments to creditors?  
21 A. Oh, lights, meals, food, that's about it.  
22 I don't accumulate.  
23 Q. Do you have enough monthly income to pay  
24 your bills every month?  
25 A. Yeah, I have been getting along. Once in

1 a while I have to have a wee bit of help but not  
2 often.  
3 Q. Okay, a wee bit of help from who?  
4 A. Well, anybody I can find. Maureen helps  
5 me occasionally, in fact probably more than  
6 occasionally.  
7 Q. Does Maureen pay your bills for you?  
8 A. Not physically as a rule. I usually  
9 write the checks.  
10 Q. Does Jerry pay any of your bills for you?  
11 A. Yeah, he pays for this girl, the rental  
12 on her.  
13 Q. The girl who doesn't come any more?  
14 A. Yeah, right.  
15 Q. And why doesn't she come any more?  
16 A. Because I learned that she was  
17 communicating daily with Jerry and that was not part  
18 of her duties, obviously to everyone but her and  
19 Jerry.  
20 Q. Why did you not just ask the agency for a  
21 different care giver?  
22 A. Because I didn't like the agency because  
23 I figured they knew it, too.  
24 Q. That makes sense. There are other  
25 agencies in town?



1 A. I haven't called on them yet.  
 2 Q. Would you like to return to your home?  
 3 Would you like to return to Osburn?  
 4 A. Would I like what? I'm sorry.  
 5 Q. Would you like to return to your home?  
 6 A. I haven't decided, I am thinking about  
 7 getting out of the area. Jerry has made such a mess  
 8 of that town with his doings that I hardly have a  
 9 friend in the town, in the valley.  
 10 Q. When you were staying in your home and  
 11 being cared for by Kathy, I believe her name was  
 12 Kathy, did you always have plenty of groceries?  
 13 A. Once in while I would find myself short  
 14 in the grocery store and she would give me a hand.  
 15 Q. What do you mean when you found yourself  
 16 short?  
 17 A. Well, if I didn't have enough to pay for  
 18 what I bought.  
 19 Q. Okay, did you ever write checks at the  
 20 grocery store?  
 21 A. Oh, yeah.  
 22 Q. Was there ever a time when the grocery  
 23 store won't take your check?  
 24 A. I don't remember one.  
 25 Q. Have you ever bounced checks, Mr. McKee?

1 A. Very, very rarely, but mistakenly maybe  
 2 three or four times in my life. I generally keep  
 3 track of my money.  
 4 Q. Do your bank statements come to your  
 5 house?  
 6 A. Yes.  
 7 Q. Do you look at them?  
 8 A. Yes.  
 9 Q. Where do you currently bank, Mr. McKee?  
 10 A. Pardon?  
 11 Q. Where do you currently bank?  
 12 A. Well, Bank of America and also the other  
 13 one in Osburn, I can't think of what the name of it  
 14 is.  
 15 Q. You have accounts at Bank of America and  
 16 another bank?  
 17 A. Yeah.  
 18 Q. And you write checks off of those  
 19 accounts?  
 20 A. Yes.  
 21 Q. Did you get calls at your house in Osburn  
 22 from creditors?  
 23 A. I don't remember having any.  
 24 Q. Do you have a mortgage on your house in  
 25 Osburn?

1 A. Yes.  
 2 Q. Has that mortgage been in foreclosure?  
 3 A. I believe that's the proper expression.  
 4 Q. And how did you catch up on that  
 5 mortgage? You still have your home so you must have  
 6 paid what was owed.  
 7 A. I don't know, Maureen has been helping me  
 8 with that.  
 9 Q. Maureen helps you with that, okay. What  
 10 properties do you own, Mr. McKee?  
 11 A. I don't think I own any, I think I have  
 12 given them all away.  
 13 Q. You have given all your properties away?  
 14 A. I believe so.  
 15 Q. Your house in Osburn?  
 16 A. Um-hmm.  
 17 Q. Who did you give that to? Who did you  
 18 give your properties to?  
 19 A. Well, I can't answer that offhand.  
 20 Maureen, primarily, her children perhaps some.  
 21 Q. Do you remember writing a letter to Jerry  
 22 and Craig last year?  
 23 A. I didn't think I had written one to  
 24 either of them.  
 25 Q. Do you remember writing a letter to them

1 in the past several years?  
 2 A. It's been quite a spell.  
 3 Q. Have you written a letter to Jerry  
 4 telling him that you don't want to see him any more?  
 5 A. I think he knows it without me telling  
 6 him.  
 7 Q. Unfortunately, your relationship hasn't  
 8 been the best recently, huh?  
 9 A. No, he robbed me blind and various other  
 10 lesser things.  
 11 Q. Okay, let's talk about that. How did  
 12 Jerry rob you blind?  
 13 A. I was away on vacation at Christmastime  
 14 in Spokane, he cleared out my house of everything  
 15 that he wanted, and most of it I wanted, too.  
 16 Q. Where does Jerry live?  
 17 A. In Louisiana.  
 18 Q. So what, he came up here from Louisiana  
 19 while you were at Maureen's and cleared out your  
 20 house?  
 21 A. Right, he had been staying with me a lot,  
 22 he and his wife.  
 23 Q. When was he -- when was it most recently  
 24 he was staying with you?  
 25 A. Oh, I can't remember.

1 Q. Okay, okay.  
 2 A. Probably a year ago.  
 3 Q. Okay. Now, you stated that Jerry came  
 4 and cleaned you out, how do you know it was Jerry?  
 5 A. Because he had keys to it, he had keys to  
 6 my safety deposit box, he had keys to everything.  
 7 Q. Did anyone else have any keys?  
 8 A. The locksmith, but I trust him.  
 9 Q. Did Craig have a key? Did Craig have a  
 10 key?  
 11 A. Craig?  
 12 Q. Um-hmm.  
 13 A. I don't think so.  
 14 Q. Did Maureen have a key?  
 15 A. I'm not even sure of that, usually when  
 16 she comes I am there.  
 17 Q. How about neighbors?  
 18 A. I had at times had a key with the next  
 19 door neighbors, but that became kind of  
 20 unsatisfactory and I discontinued that and they were  
 21 happy to be rid of it besides.  
 22 Q. What happened that it became  
 23 unsatisfactory for them to have a key?  
 24 A. Well, their having the key wasn't  
 25 unsatisfactory to me but it was a lot of trouble to

1 gotten into a safe deposit box; is that correct?  
 2 A. Yes.  
 3 Q. And you stated at that time that he  
 4 didn't have a key, he was in with the bank manager.  
 5 The bank manager let him in; is that correct?  
 6 A. I think she gave him a key, but I can't  
 7 swear to that, but he got in anytime he wanted to.  
 8 Q. That's a pretty sacred thing to have a  
 9 safe deposit box and to let -- for a manager to let  
 10 someone into a safe deposit box without a key --  
 11 A. I thought so, too.  
 12 Q. Did you talk to the bank about it?  
 13 A. Yes, I did.  
 14 Q. What did they tell you?  
 15 A. Well, they said it was my son and they  
 16 thought it was all right.  
 17 Q. Did you check the bank records to see if  
 18 Jerry had signed in?  
 19 A. No, I didn't, but I hadn't, and he had  
 20 been there very frequently.  
 21 Q. Had anyone else been there?  
 22 A. Not to my knowledge.  
 23 Q. Had Maureen been there?  
 24 A. Not for sometime.  
 25 Q. What did Jerry supposedly allegedly steal

1 them.  
 2 Q. Now, earlier Mr. McKee you stated that  
 3 when you reported the missing items to the chief of  
 4 police, you stated that he went to Louisiana and  
 5 interviewed Jerry; is that correct?  
 6 A. That was my understanding, I didn't go  
 7 with him.  
 8 Q. How do you know that?  
 9 A. He told me he did.  
 10 Q. He told you that he went to Louisiana?  
 11 A. No, that he went to Louisiana.  
 12 Q. Who is he?  
 13 A. The head of the police in Osburn.  
 14 Q. Is his name Spike Angle?  
 15 A. Yeah.  
 16 Q. And so what happened? You reported the  
 17 missing items to the chief of police, Spike Angle?  
 18 A. To the insurance inspector.  
 19 Q. And Spike investigated that?  
 20 A. Yup.  
 21 Q. And found -- didn't press any charges; is  
 22 that correct?  
 23 A. Yeah, that's right, but he has told me  
 24 since that he felt he made some mistakes.  
 25 Q. Now earlier you mentioned that Jerry had

1 from your safe deposit box?  
 2 A. Well, first and foremost a hundred and  
 3 fifty thousand dollars. I can't remember, but  
 4 anything he wanted.  
 5 Q. A hundred and fifty thousand dollars in  
 6 cash?  
 7 A. Either cash or some other form of money.  
 8 Q. What other form of money?  
 9 A. I don't know what you call it, but it was  
 10 all over-the-counter acceptable.  
 11 Q. Why did you have a hundred and fifty  
 12 thousand dollars in cash in the safety deposit box?  
 13 A. Well, I thought it was safe.  
 14 Q. Where did you get \$150,000 in cash?  
 15 A. From the sale of property I made in  
 16 Canada.  
 17 Q. Okay, that's the Moyie property?  
 18 A. Yes.  
 19 Q. And so I am just going to walk through  
 20 this sale. You sold the property and the title  
 21 company gave you cash at closing?  
 22 A. Yes, I got it all on the day of the sale.  
 23 Q. Did they issue you a check or cash?  
 24 A. A check, I think.  
 25 Q. So where did you get the cash?

1 A. Well, I cashed -- something that I had  
2 gotten, it was legal tender.

Q. Okay, I guess I am surprised that a bank  
had \$150,000 in cash to give you.

5 MR. ROSE: Well, I object to the form of  
6 the question, what you are surprised at is  
7 irrelevant. Bill, you don't have to get involved in  
8 her conversation, wait for a question from her.

9 THE WITNESS: All right, thank you.

10 BY MS. MASSEY:

11 Q. Was there any other money from the sale  
12 of the property other than the \$150,000?

13 A. Yes.

14 Q. Where was that money?

15 A. I wish I knew.

16 Q. Did you put it into your checking  
17 account?

18 A. Did I what?

19 Q. Did you deposit the money in your  
20 checking account?

21 A. No.

22 Q. You stated earlier that you put it in  
23 several places across the U-S.

24 A. Oh, that was just a piddling amount that  
25 I put to -- to not be carrying cash with me.

1 Q. Where across the U-S did you spread that  
2 money?

3 A. I didn't spread it much, just between the  
4 place in Canada and my home.

5 Q. Okay, you kept some of the proceeds from  
6 the sale of that property in Canada?

7 A. No, I got it all on the day of the sale.

8 Q. Okay, and you took the money from the  
9 sale and then what?

10 A. It was a check and I went to the bank and  
11 got cash and a safe document, I can't remember what  
12 it was, to carry the balance of it until I got home.

13 Q. Okay, did you use any of that money to  
14 pay bills?

15 A. No, I didn't need any.

16 Q. Did you give any of the money away?

17 A. No.

18 Q. Okay, how much did you sell the property  
19 for?

20 A. 300,000.

21 Q. And you kept all 300,000?

22 A. Yeah, what is unusual about that?

23 Q. Well, I'm just wondering, if you had  
24 \$150,000 in your safe deposit box, what happened to  
25 the other \$150,000? You didn't pay bills, you

1 didn't spread it around.

2 A. Well, I can't tell you right now, I had  
3 to spread around a little in local banks.

4 Q. And maybe taxes?

5 A. Could be.

6 Q. Did you pay taxes on the sale of the  
7 property?

8 A. I did in Canada but not in the U-S.

9 Q. You didn't pay United States taxes on the  
10 sale of that property?

11 A. No.

12 Q. Why?

13 A. Didn't know you were supposed to.

14 Q. Have you refinanced the house that you  
15 live in in Osburn?

16 A. No.

17 Q. No. Do you know what the current value  
18 of the mortgage due is on the home?

19 A. Not offhand.

20 Q. But to the best of your knowledge you  
21 have never refinanced that house?

22 A. I don't know. I don't think I can answer  
23 that question. I don't recall.

24 Q. That's okay, you can say that you don't  
25 recall.

1 Have you refinanced the home where  
2 Maureen lives in Spokane?

3 A. I haven't, she may have.

4 Q. Who owns the house in Spokane?

5 A. She does.

6 Q. Maureen's name is on the deed?

7 A. Yes.

8 Q. I understand you are going to have some  
9 dental surgery?

10 A. Dental surgery?

11 Q. Yes.

12 A. I have had some, but before I have my  
13 heart work done, I have got to have some more. And  
14 it is loose now. When I went to the doctor he  
15 reached up and grabbed me and broke the bottom ones.

16 Q. That must have hurt.

17 A. It did hurt and I wasn't prepared for it  
18 and it was a shocker, but --

19 Q. So are you having dental surgery  
20 tomorrow?

21 A. Not tomorrow, I don't know the schedule  
22 on this.

23 Q. Okay, let's talk about when you went up  
24 to Sandpoint with Jerry, and you have stated earlier  
25 that you didn't want to go; is that correct?

1 A. Yes.  
 2 Q. And then you stated, "Oh, what the heck,  
 3 I might as well." So tell me, did you tell Jerry  
 4 that you did not want to go up on a vacation with  
 5 him in Sandpoint?  
 6 A. Yes, I did.  
 7 Q. He came to your home and said what?  
 8 A. He did what?  
 9 Q. He came to visit you in Osburn, he wanted  
 10 to take you on vacation with him and --  
 11 A. He said he had something new up there he  
 12 wanted to show me.  
 13 Q. Okay, and what did you say? What did you  
 14 say?  
 15 A. Well, I said, "Okay, I will go with you."  
 16 Q. Okay, it sounded kind of fun?  
 17 A. Yeah, and they treated -- he had his  
 18 brother and wife, his brother's wife there, and  
 19 another couple that they had brought and me all for  
 20 guests. And we ate out most every night and I spent  
 21 three of the nights in the hospital, something  
 22 disagreed with me three nights in a row.  
 23 Q. Okay, so why were you in the hospital?  
 24 A. Because of stomach problems.  
 25 Q. Stomach problems, okay. But prior to

1 wasn't a total loss. And I got a lot of boating on  
 2 Pend Oreille Lake -- or not Pend Oreille, whatever  
 3 -- yeah, I guess it is Pend Oreille in Sandpoint.  
 4 Q. And then when you expressed to Craig that  
 5 you wanted to go home, he brought you home.  
 6 A. Yeah, in fact he offered, I didn't have  
 7 to ask him.  
 8 Q. Good, good. Did you have a nice trip  
 9 with him?  
 10 A. Strained, he and Jerry are much thicker  
 11 than I am with either of them.  
 12 Q. Okay, okay. Have you ever called Jerry  
 13 and asked him for money?  
 14 A. I don't believe so.  
 15 Q. Have you ever asked him for money in  
 16 person when you have seen him?  
 17 A. Oh, I might have borrowed some for an  
 18 immediate need, or something, but I always paid it  
 19 back as quickly as I could. And I don't remember  
 20 any given circumstance that may have occurred, but  
 21 it probably did.  
 22 Q. Okay, has there been a time when you have  
 23 contacted Jerry and said, "I need help, I am broke"?  
 24 A. Well, you are asking one I don't remember  
 25 for sure, I don't think if I did I got any.

1 that you were eating out?  
 2 A. Yes.  
 3 Q. Being entertained?  
 4 A. Yes.  
 5 Q. Were you having a good time?  
 6 A. Oh, yeah, yeah.  
 7 Q. Good. Good. And you got to see Craig  
 8 and his wife?  
 9 A. Yes, I got to see them again when I  
 10 departed from the plane in Salt Lake, I spent the  
 11 night at their house.  
 12 Q. Had you been to Craig's house before?  
 13 A. Oh, yeah.  
 14 Q. You had, okay. And --  
 15 A. He has been married a long time.  
 16 Q. Is that Sylvia?  
 17 A. Yeah, do you know her?  
 18 Q. I have never met her, no, I have never  
 19 had the pleasure.  
 20 So all in all it sounds like it was a  
 21 vacation.  
 22 A. Yeah, I wasn't real happy with it and I  
 23 had things I wanted to be doing at home but I gave  
 24 in and went up, and he had this beautiful home that  
 25 I didn't know about that he had just acquired, so it

1 Q. Have you ever asked Jerry and Mina to  
 2 help you with your finances?  
 3 A. You mean physically with my bookkeeping?  
 4 Q. Um-hmm.  
 5 A. I haven't asked them, Mina has been very  
 6 anxious to help me with them.  
 7 Q. Have you asked them to look through your  
 8 bank records for you and sort out payments and  
 9 debts?  
 10 A. I haven't asked them, she has done some  
 11 of that.  
 12 Q. Was it helpful?  
 13 A. Nothing I couldn't have done myself.  
 14 Q. But you hadn't done it.  
 15 A. No, I'm not the world's best bookkeeper,  
 16 few people my age and my sex are.  
 17 Q. When a bill comes to your house what do  
 18 you do with it?  
 19 A. Well, if I have got money I pay for it,  
 20 if I don't, I set it a side and pay for it as soon  
 21 as I can.  
 22 Q. Do you drive, Mr. McKee?  
 23 A. I used to. I had an operation at the  
 24 beginning of the year, it must have been two years  
 25 ago, and had a new steel knee put in and it hasn't

1 been at all satisfactory. My foot has misaligned.  
2 I have broken that leg several times, and it is kind  
of like this, little breaks.

I had a heart attack and a stroke on the  
5 table before they ever started to operate. And they  
6 put it in.

7 I had told the surgeon who wasn't in a  
8 local hospital, he came down from the next town down  
9 on the lake, I can't say it right now. But at any  
10 rate, I told him that my feet were like this, more  
11 like this because of all the breaks and that I would  
12 like to have him straighten it and he said he would.

13 He apparently forgot, and now it is like  
14 this. It was a very unsatisfactory thing. I have  
15 had no end of trouble with it, and I had to go to  
16 that hospital a couple of days ago and I was on  
17 edge.

18 Q. So that was what, a knee replacement  
19 operation?

20 A. Yeah, I had had this leg operated on many  
21 times. I have lived a rough life.

22 Q. So when you were on the table you had a  
23 heart attack and a stroke?

24 A. Yeah, and before they ever started.

25 Q. And then they went ahead and did the knee

1 operation?

2 A. Yes.

3 Q. Wow. And that was here in Kellogg?

4 A. Yes.

5 Q. Now, you mentioned that you have lots of  
6 hiding places at your house, you have lots of hiding  
7 places at your house.

8 A. I used to have, now they aren't hidden,  
9 everybody knows about them now.

10 Q. Everybody does. Who is everybody?

11 A. Well, all my friends and some that  
12 aren't.

13 Q. How do all your friends know about your  
14 hiding places?

15 A. Jerry knows about them all and his wife  
16 does and Craig I think knows most of them.

17 Q. Who else?

18 A. That's about it. Me, and I used to know  
19 where they were, now they aren't there.

20 Q. Okay, okay.

21 A. And I haven't told you yet, but the lady  
2 across the street witnessed all this bit of the  
23 stuff being moved out of my house and into their car  
24 and kept track of it and told us about it as soon as  
25 we got home.

1 Q. What is her name?

2 A. Huh?

3 Q. What is her name?

4 A. I don't know. I know the family, we have  
5 had them up to the lake, but I never can think of  
6 their name, it's an unusual name.

7 Q. Was it Kilborne?

8 A. I think that's it, it sounds familiar.

9 Q. Now, you may have stated, Mr. McKee, that  
10 you don't care much for Louisiana; is that correct?

11 A. That's an understatement.

12 Q. Okay, you have visited there before?

13 A. Oh, yeah, many times.

14 Q. What were the occasions that you visited,  
15 was it vacation, just visiting with family, why did  
16 you visit?

17 A. Graduations and this, that, and the  
18 other, and the occasional holiday.

19 Q. Special events?

20 A. Yeah.

21 Q. But you don't want to move to Louisiana?

22 A. No, I not only don't want to, I'm not  
23 going to.

24 Q. Good for you. Why do you think that  
25 Jerry wants you to move there?

1 A. Well, I don't know, I have got a few  
2 ideas but I'm not going to express them.

3 Q. Okay, Jerry has paid for you to have help  
4 in your home in Osburn; is that correct?

5 A. Yes, I didn't ask for it, he offered it  
6 and I accepted it. I have done a lot of  
7 housekeeping myself in my years.

8 Q. Let's talk about the Coeur d'Alene River  
9 property.

10 A. Um-hmm, I would like to.

11 Q. Okay, good, me to. When did you purchase  
12 that property?

13 A. Very early in World War Two.

14 Q. In World War Two?

15 A. Yeah, I saw it advertised. I guess I  
16 drove past it and saw a sign and I fell in love with  
17 the place, and I thought, well, poor Jerry is in the  
18 service and he will miss out on this buy and so if  
19 he was in the service, I told him about it and said  
20 I would make the payments until he got free and out  
21 of the service and could handle it.

22 Q. Okay, so you bought the property while  
23 Jerry was serving his country?

24 A. Yes.

25 Q. What war was that?

1 A. World War Two.  
 2 Q. Okay, okay. And you purchased the  
 3 property by yourself for Jerry?  
 4 A. Yes.  
 5 Q. It sounds like you are saying that you  
 6 wanted him to take over the payments when he got out  
 7 of the service; is that correct?  
 8 A. That's correct, I wasn't giving it to  
 9 him, I was just acquiring it for him.  
 10 Q. Who owns the property now?  
 11 A. Well, Jerry has managed to accumulate the  
 12 whole property, a good piece of which was promised  
 13 to Maureen and her three children.  
 14 Q. So you purchased the property for Jerry?  
 15 A. Just the one property on the northern  
 16 part of the lot.  
 17 Q. And now who owns that property?  
 18 A. He has weaseled around and gotten piece  
 19 by piece until he has or thinks he has -- owns the  
 20 whole thing.  
 21 Q. Okay, okay. Now, you also stated that  
 22 you cut some timber on the property?  
 23 A. Yes.  
 24 Q. Okay, did Jerry give you permission to do  
 25 that?

1 A. Yes.  
 2 Q. Okay, and where did the money from the  
 3 timber sale go?  
 4 A. I used it for various things.  
 5 Q. To maybe catch up on bills?  
 6 A. Yeah, you know, whatever.  
 7 Q. Okay, okay. Okay, tell me a little bit  
 8 more about this nice gun that you won. You won --  
 9 was it a .44 magnum?  
 10 A. No, it was a .45.  
 11 Q. I don't know much about guns, you will  
 12 have to forgive me.  
 13 A. I'm not a real brain on them myself, but  
 14 it was the most beautiful gun I ever saw and it was  
 15 in a hardwood case all polished up. It was a  
 16 \$600-plus was the price on them.  
 17 Q. And you came home one day and it was  
 18 missing?  
 19 A. Yeah, and so were a whole lot of other  
 20 things that I have mentioned, it all went at once.  
 21 Q. And why do you think it was Jerry?  
 22 A. Because he wanted that so bad it just  
 23 stuck out all over him, he was crazy to have that  
 24 gun.  
 25 Q. Okay, okay. Had he asked you for the

1 gun?  
 2 A. No, but he sure had done a lot of  
 3 hinting.  
 4 Q. Okay. Okay. And you stated that Jerry  
 5 helped you hide it? You stated --  
 6 A. Yes, he was the only other person that  
 7 knew where it was hidden.  
 8 Q. Did other people know about your hiding  
 9 places?  
 10 A. My two main hiding places, nobody outside  
 11 the family except Jerry knew about.  
 12 Q. And you stated that everything was gone.  
 13 What was missing?  
 14 A. Oh, God, It just went on and on and on, I  
 15 couldn't begin to reel it off for you.  
 16 Q. Do you know what Jerry does for a living?  
 17 A. Yeah, I know a lot of things he does for  
 18 a living.  
 19 Q. Does he make a good living?  
 20 A. Oh, you bet.  
 21 Q. Does he make enough to support himself?  
 22 A. Very nicely.  
 23 Q. Does he need to steal?  
 24 A. Does he what?  
 25 Q. Does he need to steal?

1 A. No, but I sometimes think he enjoys it.  
 2 Q. You stated that some of the coins that  
 3 were missing you had collected from the time you  
 4 were five-and-a-half years old?  
 5 A. That's right.  
 6 Q. You kept the coins all those years?  
 7 A. That's right and he knew where they were,  
 8 I kept them in coffee cans and I had them all over  
 9 the place out on display -- not on display, but out  
 10 where you could see them, and I thought that was  
 11 probably the safest thing for something like that.  
 12 And if you want to know why I started  
 13 collecting coins at five, I was living in Anaconda,  
 14 Montana, a small town and boring and I was in first  
 15 grade or kindergarten, or something, and my father  
 16 was a printer. And they printed an early morning  
 17 paper, and I learned that the kids could go down and  
 18 make arrangements with them to buy those papers and  
 19 then pedal them on the street. So I was up there  
 20 every morning at 5:30 and down there and bought an  
 21 arm full of those papers, and then walked the  
 22 streets selling them. Big money maker, but fun.  
 23 Q. Hard work.  
 24 A. And I was accumulating a little money. I  
 25 worked hard all my life and I started early.

1 Q. Sounds like it. Where did you live when  
Maureen and Jerry and Craig were young?

A. Primarily in Spokane, but I moved from  
there to the valley and have lived there since. But  
I have lived an awful lot of places --

Q. Okay.

A. -- and traveled an awful lot.

Q. Have you given property to Maureen  
recently?

A. No.

Q. Nothing recently, okay. You stated that  
Maureen lived in California and you asked her to  
come up here so you could be closer to your  
grandsons?

A. Yes.

Q. And she obliged you in that?

A. Yes, it is not a very kind of thing I  
want to review, but go ahead.

Q. Okay, okay. Well, why don't you want to  
review it?

A. Well, I think I did them wrong.

Q. By wanting them to move up here?

A. Well, it hasn't worked out real well for  
them, but they are a great family, she has got the  
greatest kids in the whole world.

Q. Why hasn't it worked out for them?

A. Well, there has been many problems with  
her, but they have done well and come out grinning  
out of all of them. The oldest boy was the top  
player for the University of Washington's football  
team and got the most valuable player award. The  
middle one is a totally different story, but he is  
tough and he is a commissioned marine officer now,  
or will be when he graduates, which will be in  
January, but that's all set.

Q. You are proud of them?

A. Oh, you bet. The youngest one is just  
starting, he is a little different. The oldest one  
is doing very well financially, got a very fine  
enviable position.

Q. When you asked -- Bill, would you like to  
take a break?

A. How much longer are you going to keep  
going?

Q. Not much longer. We can take a short  
break and then reconvene.

A. Well, let's go with it.

Q. Are you sure? Okay.

So when you asked Maureen to come and  
live up in the northwest, when you asked that where

1 did you live?

A. I think I lived in the valley. Yes, I  
did.

Q. How far is your home from Maureen's home?  
How far is it from Osburn to where Maureen lives?

A. Oh, it must be 75, 80 miles.

Q. Okay, a little ways?

A. Well, Spokane. I don't know, I never pay  
much attention, and places that I know, I don't need  
a map to get there.

Q. Okay, okay. I know that you are getting  
tired, Bill, so I'm going to ask just a few more  
question, okay?

A. Good.

Q. Do you know Dorothy, a lady named Dorothy  
who walks with you?

A. Yes.

Q. Okay.

A. Are you the one that has been enlisting  
her?

Q. I will ask the questions here. I am just  
teasing you. How do you know Dorothy?

A. She is a dog lover and she stopped and  
asked me if she could walk my dogs, and I said, "She  
is an awful handful."

1 And she says, "I can handle her, I'm  
2 confident."

3 She is very impressive and she has walked  
4 him ever since until the last week or two when you  
5 got to her, I haven't seen her since.

Q. Did Dorothy ever help you with your  
7 bills?

A. Not financially, she may have helped me  
9 with a little bookkeeping, or something like that, I  
10 don't remember it, but she may have. And she has  
11 been very helpful, she has mowed my lawn and all  
12 kinds of nice little things. She is a wonderful  
13 person.

Q. Okay, okay, and she helped you with  
15 Yukon?

A. Oh, yes, she is a real dog handler.

MS. MASSEY: I don't think I have any  
18 more questions. Let's take a short break and we  
19 will see if Mr. Rose has some additional questions  
20 for you.

21 THE WITNESS: If who is?

22 BY MS. MASSEY:

23 Q. Who is your attorney, Bill?

24 A. Pardon?

25 356 What is your attorney's name?

1 A. Jack Rose?  
 2 Q. Yes, Mr. Rose, see if he has some  
 3 additional questions for you.  
 4 A. Okay, well, fine.  
 5 (Recess taken.)  
 6 BY MS. MASSEY:  
 7 Q. Mr. McKee, I just have a few more  
 8 questions for you.  
 9 A. Oh, good.  
 10 Q. Do you have any credit cards?  
 11 A. I don't think I have at the moment.  
 12 Q. Have you had credit cards in the past?  
 13 A. Oh, yes, always.  
 14 Q. Okay, do you remember was it a Visa?  
 15 Have you had a Visa card?  
 16 A. I don't remember.  
 17 Q. American Express?  
 18 A. I have had a lot of those.  
 19 Q. Currently you don't have any credit  
 20 cards?  
 21 A. I have lost them.  
 22 Q. Now, you were telling me that you were in  
 23 the hospital on Saturday; is that correct?  
 24 A. Oh, yeah, yeah, here.  
 25 Q. Okay, what happened?

1 A. My dog, a Siberian husky, got tangled up,  
 2 and I have got a ten by twelve deal with pipe and  
 3 it's ten feet high and it has got wire with openings  
 4 that big and it is all over it. And she got her  
 5 chain -- she is strong as a horse so I have to use a  
 6 chain, I can't use a leash. And a prong off from  
 7 this heavy wire mesh that I have had caught on  
 8 something on -- her chain, leash or chain, is 50 or  
 9 60 feet long and she has got that caught on that.  
 10 And I got down to disconnect it and it came with a  
 11 bang and it punched a hole here into this. That was  
 12 a real devastating injury, the worst immediate pain  
 13 I ever encountered, and I have had a lot of them.  
 14 And I got her up to the rear door and she  
 15 decided to help me and she pulled me across the  
 16 floor with that in there, and it was the most pain I  
 17 have ever had in my life. I just screamed,  
 18 probably.  
 19 And anyhow, they called and had the  
 20 ambulance come and they took me to the hospital.  
 21 Q. Who called the ambulance?  
 22 A. I don't know, I was hurting too much to  
 23 identify. I was surprised to see the ambulance  
 24 there, but it was by that time the worst pain I have  
 25 ever had in my life.

1 Q. Were you home alone?  
 2 A. No, Maureen was there.  
 3 Q. And the ambulance took you to the local  
 4 hospital here in Kellogg?  
 5 A. Yes.  
 6 Q. And did they stitch you up? Did you need  
 7 stitches?  
 8 A. No, I don't know why, they didn't want to  
 9 do it there and they started calling Spokane and  
 10 asking questions and decided to send me to Spokane.  
 11 I don't know happened, but I didn't go to Spokane.  
 12 And I was -- I didn't think I was going to -- it was  
 13 the worst pain I have ever had in my life, being  
 14 pulled with that wire through my poor little finger  
 15 and bones.  
 16 Q. So the hospital here in Kellogg released  
 17 you back home to Osburn?  
 18 A. Yes.  
 19 Q. Did you spend the night at the hospital?  
 20 A. Most of it.  
 21 MS. MASSEY: Okay, that's all the  
 22 questions that I have.  
 23 FURTHER EXAMINATION  
 24 QUESTIONS BY MR. ROSE:  
 25 Q. Bill, we can do it from right there, I

1 think. Can you hear me okay, Bill?  
 2 A. Yeah, I don't think I need this.  
 3 Q. I just have one question here, you can  
 4 leave it on, I think all I have got is one.  
 5 You indicated, when Ms. Massey was asking  
 6 you some questions there, that you got that North  
 7 Fork property in World War Two, was that correct?  
 8 A. No, I was wrong.  
 9 Q. What war was it in, if you remember?  
 10 A. Vietnam, probably.  
 11 Q. Why did you get those mixed up?  
 12 A. I don't know, I can't believe it.  
 13 MR. ROSE: That's all I have Bill, that's  
 14 all the questions have.  
 15 MS. MASSEY: I have no further questions.  
 16 (Deposition concluded at 12:06 p.m.)  
 17 (Signature requested.)  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25



## CERTIFICATE OF BILL E. McKEE

I, BILL E. McKEE, being first duly sworn,  
depose and say:

That I am the witness named in the foregoing  
deposition consisting of pages 1 through 69; that I  
have read said deposition and know the contents  
thereof; that the questions contained therein were  
propounded to me; and that the answers therein  
contained are true and correct except for any  
changes that I may have listed on the change sheet  
attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007;

\_\_\_\_\_  
BILL E. McKEE

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2007

\_\_\_\_\_  
NAME OF NOTARY PUBLIC

\_\_\_\_\_  
NOTARY PUBLIC FOR

\_\_\_\_\_  
RESIDING AT

\_\_\_\_\_  
MY COMMISSION EXPIRES

## REPORTER'S CERTIFICATE

I, NEIL O. COOLEY, Certified Shorthand  
Reporter, do hereby certify:

That the foregoing proceedings were taken  
before me at the time and place therein set forth,  
at which time any witnesses were placed under oath;

That the testimony and all objections made  
were recorded stenographically by me and were  
thereafter transcribed by me or under my direction;

That the foregoing is a true and correct  
record of all testimony given, to the best of my  
ability;

That I am not a relative or employee of  
any attorney or of any of the parties, nor am I  
financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my  
hand and seal this 18th day of May, 2007.

\_\_\_\_\_  
NEIL O. COOLEY, C.S.R. # 328

Notary Public

816 Sherman Ave., Suite 7

Coeur d'Alene, Idaho 83814

My Commission Expires 02/25/08.

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REPORTER'S CERTIFICATE

I, NEIL O. COOLEY, Certified Shorthand  
Reporter, do hereby certify:

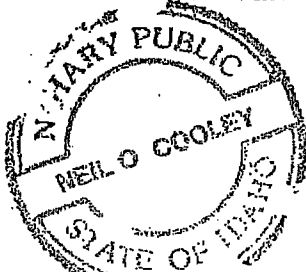
That the foregoing proceedings were taken  
before me at the time and place therein set forth,  
at which time any witnesses were placed under oath;

That the testimony and all objections made  
were recorded stenographically by me and were  
thereafter transcribed by me or under my direction;

That the foregoing is a true and correct  
record of all testimony given, to the best of my  
ability;

That I am not a relative or employee of  
any attorney or of any of the parties, nor am I  
financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my  
hand and seal this 18th day of May, 2007.



NEIL O. COOLEY, C.S.R. # 328  
Notary Public  
816 Sherman Ave., Suite 7  
Coeur d'Alene, Idaho 83814

My Commission Expires 02/25/08.

COPY

6/26/94

I will all of my portion  
of our property, real and  
personal, and every year  
of our estate to my daughter -  
Maurice Kathleen Parker Erickson  
Also appoint her executrix  
of our estate.

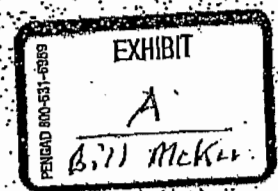
I do this knowing she  
will help Jerome Storm  
Parker (her brother) and  
his family should they  
ever need it.

The household items  
may be divided between  
them with first choice  
going to Maurice.

I am of sound mind  
and have not been  
influenced by anyone.

Natalie Parks McKee

June 26, 1994.



CERTIFICATION OF VITAL RECORD

370093  
STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE  
COOPERATIVE CENTER FOR HEALTH STATISTICS

#12

CERTIFICATE OF DEATH

DATE FILED: JANUARY 03, 1995

STATE FILE NUMBER: 94-07962

DECEDENT: NATALIE PARKS MCKEE

DATE OF DEATH: [REDACTED]

PLACE OF DEATH: OSBURN, IDAHO

DATE OF BIRTH: [REDACTED]

PLACE OF BIRTH: MONTANA

AGE: 82 YEARS

SEX: FEMALE

VETERAN? NO

MARITAL STATUS: MARRIED

SURVIVING SPOUSE: BILL MCKEE

SOCIAL SECURITY NUMBER: [REDACTED]

RESIDENCE: OSBURN, IDAHO

FATHER: JEROME PARKS

FATHERS BIRTHPLACE: MICHIGAN

MOTHER (MAIDEN): MABEL BEATRICE JEWELL

MOTHERS BIRTHPLACE: CANADA

MORTUARY: SHOSHONE FUNERAL SERVICES, INC.

MORTICIAN: DEBBIE MIKESELL

WALLACE, IDAHO

DISPOSITION: BURIAL

CERTIFYING PHYSICIAN: WILLIAM N. DIRE, MD

AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST:

INTERVAL

CACHEXIA

METASTATIC CARCINOMA OF BREAST

2 WEEKS  
MONTHS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

DIABETES II, CHRONIC RENAL FAILURE, HEART FAILURE

MANNER OF DEATH: NATURAL

I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

JANUARY 05, 1995

DATE ISSUED: \_\_\_\_\_

370

JANE S. SMITH  
State Registrar

#13

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

COPY

IN THE MATTER OF THE  
GUARDIANSHIP AND  
CONSERVATORSHIP OF

Case No. CV 07-120

BILL E. MCKEE

DEPOSITION OF JEROME MCKEE

TAKEN ON BEHALF OF THE PROPOSED WARD

AT 708 WEST CAMERON AVENUE, KELLOGG, IDAHO

MAY 29, 2007, AT 1:13 P.M.

REPORTED BY:

ANITA W. SELF, CSR, RPR



Coeur d'Alene, Idaho  
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1.800.879.1700

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Southern Offices  
208.345.9611  
1.800.234.9611

## A P P E A R A N C E S

JOHN J. ROSE, JR., Attorney at Law, of the Law  
Office of John J. Rose, Jr., appearing for and on  
behalf of the Proposed Ward

CHARLES DEAN, Attorney at Law, of the Law Office  
of Dean & Kolts, appearing for and on behalf of the  
Petitioner

PAMELA B. MASSEY, Attorney at Law, of the Law  
Office of Pamela B. Massey, appearing for and on behalf  
of the Petitioner

ALSO PRESENT: Maureen Erickson

Mina McKee

Bill E. McKee

## Page 3

## I N D E X

## TESTIMONY OF JEROME McKEE

Examination by Mr. Rose

PAGE

4

## DEPOSITION EXHIBITS:

MARKED

A - Quitclaim Deed

39

B - Safety Deposit register

49

C - Monthly Budget

57

D - Letter dated 7-6-06

60

E - Will dated 6-26-94

70

F - Letter dated April 28, 2006

92

G - Category Report 1-1-06 through 12-31-06

94

THE DEPOSITION OF JEROME McKEE was taken on

behalf of the Proposed Ward, on this 29th day of May,  
2007, at the Law Office of John J. Rose, Jr., 708 West  
Cameron Avenue, Kellogg, Idaho, before M & M Court  
Reporting Service, Inc., by Anita W. Self, Court  
Reporter and Notary Public within and for the State of  
Idaho, to be used in an action pending in the District  
Court of the First Judicial District for the State of  
Idaho, in and for the County of Shoshone, said cause  
being Case No. CV 07-120 in said Court.

AND THEREUPON, the following testimony was  
adduced, to wit:

JEROME McKEE,

having been first duly sworn to tell the truth, the  
whole truth, and nothing but the truth, relating to  
said cause, deposes and says:

EXAMINATION

BY MR. ROSE:

Q. Would you state your name, please?

A. Yes. My name is Jerome McKee.

Q. And spell your last name.

A. M-c, cap K-e-e.

Q. And your residence address, Mr. McKee?

A. Post Office Box 702, Thibodaux, Louisiana.

Q. And your residence address?

## Page 5

A. The physical address is 830 Laurel Valley Road,  
Thibodaux, Louisiana. Do you want me to spell that?

Q. If you would, please.

A. T-h-i-b-o-d-a-u-x.

Q. Have you had your deposition taken before,  
Mr. McKee?

A. Yes.

Q. Okay. And could we agree that if I ask a question  
that you don't understand that you'll let me know that  
you do not understand the question so I can phrase it  
so you can understand it?

A. Sure.

Q. Now, it's my understanding you believe your father  
requires a guardian?

A. Yes.

Q. And your father's name?

A. Bill McKee.

Q. And is that the gentleman seated next to me today?

A. That is correct.

Q. And is it your further position you do not believe  
that Maureen Erickson should be the guardian, a  
guardian?

A. Yes, that's correct.

Q. Okay. Do you know a person by the name of Garth  
Erickson?

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1 A. Yes.  
 2 Q. And Dirk Erickson?  
 3 A. Um-hmm.  
 4 Q. And Dane Erickson?  
 5 MR. DEAN: You have to answer yes or no, in  
 6 English.  
 7 THE WITNESS: Okay. Yes to all three.  
 8 BY MR. ROSE:  
 9 Q. And those are children of Maureen's?  
 10 A. That's my understanding, yes.  
 11 Q. Do you have an objection to any of those  
 12 individuals being appointed guardian?  
 13 A. I don't know. I'd have to think about that for a  
 14 while and I'm not -- I didn't come prepared for that,  
 15 so I guess my answer is I really don't know.  
 16 Q. Okay.  
 17 A. They're awfully young to be guardians would be my  
 18 initial reaction.  
 19 Q. Try to limit yourself to answering my questions,  
 20 please. Your father's medical history, are you aware  
 21 of that?  
 22 A. Some of it. I'm obviously not aware of what's  
 23 happened much in the last few months.  
 24 Q. Okay. Do you recall your father having had  
 25 problems with his knees in years past?

1 A. Yes, I do.  
 2 Q. And what problems do you recall him having with  
 3 his knees?  
 4 A. Well, his problem was he had a lot of pain in his  
 5 knees.  
 6 Q. And did he require treatment for that?  
 7 A. Yes.  
 8 Q. And what treatment did he require?  
 9 A. Well, he had knee replacement and he had -- at one  
 10 point he also had his knees -- I don't remember what  
 11 the actual term is, but they had surgery to clean out  
 12 some of the debris in his knees.  
 13 Q. Okay. Do you recall what year he had this knee  
 14 replacement?  
 15 A. I believe it was 2004.  
 16 Q. And do you recall what year it was that he had the  
 17 debris cleaned out of his knee?  
 18 A. I don't -- it was before that.  
 19 Q. Prior to the --  
 20 A. The 2004 surgery.  
 21 Q. And the 2004 surgery was a knee replacement?  
 22 A. Yes.  
 23 Q. Okay. After the initial knee replacement, did he  
 24 require additional care or treatment of the knee?  
 25 A. Yes. He required additional care and treatment.

1 Q. And what was that?  
 2 A. Well, he got very sick right after the surgery,  
 3 and almost died, basically. He had -- I think he had  
 4 problems with pneumonia and he was very sick  
 5 immediately following the surgery.  
 6 Q. Were you present at the surgery?  
 7 A. Yes.  
 8 Q. And were --  
 9 A. Well, not -- no, I wasn't in the surgery room.  
 10 Q. Were you present at the hospital during the time  
 11 the surgery was performed?  
 12 A. Yes.  
 13 Q. And do you recall the month that was in 2004?  
 14 A. It was late summer or early fall.  
 15 Q. How long was your father in the hospital for that  
 16 knee surgery replacement?  
 17 A. I would -- I'm just guessing because it's been a  
 18 while, but a couple days, probably, then -- a week, ten  
 19 days, probably two weeks total.  
 20 Q. Were you present when he got out of the hospital?  
 21 A. Yeah.  
 22 Q. And where was your father discharged to when he  
 23 was out of the hospital?  
 24 A. To the -- we took him to the rehab center  
 25 basically across the street.

1 Q. Across the street where?  
 2 A. Across Cameron Avenue right here.  
 3 Q. Okay. Here in Kellogg?  
 4 A. Um-hmm.  
 5 Q. Okay. Where was the surgery, the knee  
 6 replacement?  
 7 A. Here in Kellogg.  
 8 Q. And how long was your father in that care  
 9 facility?  
 10 A. I don't remember exactly. I would guess -- I  
 11 don't know.  
 12 Q. Were you present when he was discharged from the  
 13 care facility?  
 14 A. As I recall, I was, yes.  
 15 Q. And where was he discharged from the care facility  
 16 to?  
 17 A. To go home.  
 18 Q. And where did he go? Did he go home?  
 19 A. That's -- he went home for several days, as I  
 20 recall, and then -- yes.  
 21 Q. Okay. How long was he able to stay home?  
 22 A. Well, he stayed at home for several days and we  
 23 offered to take him back with us home or -- and Maureen  
 24 wanted him to stay with her in Spokane, and I believe  
 25 that -- I believe that he ended up staying with Maureen.



1 in Spokane, as I recall.  
 2 Q. Did your father have any problems with a stroke in  
 3 the past that you're aware of?  
 4 A. I've never had a doctor tell me that, no, but it's  
 5 possible, yeah.  
 6 Q. Has your father had heart problems in the past  
 7 that you're aware of?  
 8 A. Yes.  
 9 Q. And what problems has he had in the past with his  
 10 heart?  
 11 A. Well, he's had a heart murmur.  
 12 Q. For how long that you're aware of?  
 13 A. Since before I knew him. He had it as a child,  
 14 it's my understanding. And I know he's had some  
 15 cholesterol problems. And he has a 90-year old heart,  
 16 you know, with a murmur and having had some cholesterol  
 17 problems.  
 18 Q. Has he ever received care from doctors in the past  
 19 that you're aware of for his heart problem?  
 20 A. Yes.  
 21 Q. And what doctors?  
 22 A. I guess Dr. Foos. Fobs is the one, but I honestly  
 23 don't -- I can't name any others.  
 24 Q. Have you ever spoken with Dr. Foos?  
 25 A. No.

1 Q. When's the first time that you knew your father to  
 2 have visited with Dr. Foos?  
 3 A. Oh, I don't know. I couldn't recall.  
 4 Q. Okay. So other than the knee, the stroke, and the  
 5 heart problems, are you aware of other problems,  
 6 medical problems your father has had in the past?  
 7 A. Um, let's see. He's had a number of trauma  
 8 related problems, yes.  
 9 Q. And how long ago?  
 10 A. Oh, lord. Which issue? He's had numerous  
 11 injuries walking his dog on numerous occasions. He  
 12 hurt his shoulder falling out of a tree at the church  
 13 probably eight, ten years ago.  
 14 Q. Is that it?  
 15 A. What was the question again that you -- if you  
 16 want me to elaborate more, you have to restate the  
 17 question.  
 18 Q. Okay. When's the last traumatic incident your  
 19 father suffered that you recall?  
 20 A. Well, I heard about one here just within the last  
 21 couple weeks. He got his hand stuck in a fence.  
 22 Q. Other than that, when's the last traumatic  
 23 incident that you recall?  
 24 A. Well, the last traumatic incident that I was  
 25 witness to was -- or recall, he had some extreme

1 stomach pain while he was with us up in Sandpoint at  
 2 one point and we took him to the emergency room.  
 3 Q. That's when he spent a period of some days with  
 4 you in Sandpoint there?  
 5 A. Yep.  
 6 Q. And he was required to be hospitalized several  
 7 evenings in a row?  
 8 A. Not several in a row. We took him to the hospital  
 9 on two different occasions for two different reasons.  
 10 Q. Okay. And what hospital was that?  
 11 A. I think it's --  
 12 Q. City --  
 13 A. Bonner County General, but it's the hospital there  
 14 in Sandpoint proper.  
 15 Q. Okay. And what were the problems that you took  
 16 him to the doctor for?  
 17 A. Well, his problem -- the first problem we took him  
 18 to the doctor for was he had a stricture in his  
 19 esophagus. We always thought it was either esophageal  
 20 hernia or acid reflux, and we had -- while eating, some  
 21 food got stuck in his esophagus and it was very painful  
 22 and he couldn't swallow it or pass it and it didn't go  
 23 down, so we ended up taking him to the emergency room.  
 24 Q. Then the second occasion?  
 25 A. He had extreme stomach distress, or his stomach

1 was hurting him, not diarrhea or anything, just his --  
 2 he had pain in his stomach.  
 3 Q. Both of these instances were associated with  
 4 eating?  
 5 A. The first one was associated with eating. The  
 6 second one, they did an MRI. They never really could  
 7 determine that there was anything wrong and the pain  
 8 went away.  
 9 Q. What year was that, did you say?  
 10 A. 2005.  
 11 Q. And you indicated that you took him to the  
 12 hospital in Sandpoint. Where were you staying?  
 13 A. In Sandpoint.  
 14 Q. And where were you staying in Sandpoint?  
 15 A. We have a home there at 284 Kaniksuo Shores Drive.  
 16 Q. Would you spell the name of that drive, please?  
 17 A. Kaniksuo, K-a-n-i-k-s-u.  
 18 Q. And what city is that?  
 19 A. Sandpoint.  
 20 Q. When did you buy that property?  
 21 A. 04.  
 22 Q. Do you recall the month?  
 23 A. Of the actual closing or what?  
 24 Q. Closing?  
 25 A. Yeah, it would have been in December of '04.

1 Q. And your father during this time he visited the  
 2 emergency room was staying with you at that residence?  
 3 A. That's correct.  
 4 Q. And do you recall the month that he was visiting  
 5 you that he required that hospitalization at Bonner  
 6 General?  
 7 A. Well, the first visit had to have been in August.  
 8 The second visit could have been -- it could have been  
 9 September, but it was in all probability August as  
 10 well.  
 11 Q. Okay. And was there -- who was at your home at  
 12 that time in Sandpoint when your father was visiting?  
 13 A. During the period of time that my father was  
 14 there, how many people stayed in the house?  
 15 Q. Yes.  
 16 A. At various occasions?  
 17 Q. Yes. Who were they?  
 18 A. Oh, let's see. We had -- our children were there  
 19 for a week. My brother and his wife were there for a  
 20 week.  
 21 Q. Your brother's name?  
 22 A. Craig. Rich and Joyce Ferone (phonetic) were  
 23 there staying with us for a week.  
 24 Q. And where are they from?  
 25 A. They're from Salt Lake City.

1 Q. Rich and Joyce?  
 2 A. Um-hmm.  
 3 Q. Were you there the entire time of your father's  
 4 visit?  
 5 A. No.  
 6 Q. And did something happen to make you depart?  
 7 A. Yes.  
 8 Q. And what was that?  
 9 A. Hurricane Katrina.  
 10 Q. And who was left at the home in Sandpoint after  
 11 you left?  
 12 A. My father and my wife.  
 13 Q. Anyone else?  
 14 A. No.  
 15 Q. And your brother had left and Rich and Joyce had  
 16 left?  
 17 A. And our children had left.  
 18 Q. Okay. As well as Craig and his children?  
 19 A. Yes.  
 20 Q. Okay. And Rich and Joyce were gone?  
 21 A. Yes.  
 22 Q. Are you aware of any supplemental Medicare policy  
 23 that your father may have had?  
 24 A. I believe he did, but I don't remember what brand  
 25 name it was, or I just don't remember.

1 Q. Did you ever do anything to pay the premiums on  
 2 that policy?  
 3 A. I'd have to refer to my financial records to  
 4 answer that. And I'd have to know what the name of the  
 5 insurance company was.  
 6 Q. Do you have any recollection for what period of  
 7 time that he had that supplemental insurance?  
 8 A. No. I would have no way of knowing it except for  
 9 the period of time when I may have been paying  
 10 premiums.  
 11 Q. Do you know when you stopped paying premiums?  
 12 MR. DEAN: He said he may be paying  
 13 premiums.  
 14 THE WITNESS: I don't know that I did pay  
 15 premiums on supplemental health insurance. My -- if I  
 16 had to guess --  
 17 MR. DEAN: Don't guess.  
 18 THE WITNESS: No guessing. Yeah, I don't  
 19 know.  
 20 BY MR. ROSE:  
 21 Q. If you had to guess, what would you guess?  
 22 A. I'm not going to guess because I don't know. My  
 23 answer is I don't know.  
 24 Q. Okay. If you had been paying any supplemental  
 25 insurance premiums for your father, do you recall if

1 you gave him any notice that you stopped paying those?  
 2 A. I've said I don't remember paying specifically  
 3 supplemental insurance, no.  
 4 Q. Are you paying any bills for your father  
 5 currently?  
 6 A. Uh-huh, yes, I am.  
 7 Q. What bills are you currently paying?  
 8 A. Once again, I would like to refer to my financial  
 9 records, which we don't have here, but utilities  
 10 primarily, and we were paying for his home health care.  
 11 Q. When's the last utility payment you made?  
 12 A. Well, I don't have my records in front of me so I  
 13 don't remember the exact date, but certainly within the  
 14 last month.  
 15 Q. Did you bring them today?  
 16 A. Not today.  
 17 Q. Did you get your notice of deposition?  
 18 A. Yeah. And we have those records right here if you  
 19 want to look at it, but I don't remember what date we  
 20 last paid.  
 21 Q. Okay. You got those records here, so use your  
 22 records and refresh your memory, please.  
 23 A. Now, when's the exact date of the last payment I  
 24 made for --  
 375. The health care was my last question, I believe.

1 A. I don't know. I don't know about that. And I  
 2 don't know which insurance company was the health care  
 3 supplemental insurance.  
 4 Q. No. The health care, the home health care that  
 5 you just referred to.  
 6 A. The last -- let's see. The last health care  
 7 Loving Care payment was on -- I want to make sure  
 8 I'm -- 2007, looks like February 2nd.  
 9 Q. Of this year, '07?  
 10 A. Yes.  
 11 Q. Okay. When's the last utility payment you made  
 12 for your father?  
 13 A. Well, this record was put together before -- well,  
 14 after we got the notice, so it's not completely  
 15 current. But the last one showing on this printout was  
 16 March 1st, but there have been several since then and I  
 17 just don't have a record of those here.  
 18 Q. How much did you pay on March 1st?  
 19 A. I'm sorry?  
 20 Q. How much did you pay on March 1st?  
 21 A. \$51.27.  
 22 Q. Any other current bills you're paying for your  
 23 father other than utilities and that last home health  
 24 care?  
 25 A. Not that I recall without looking at the records.

1 Q. You have your records in front of you, don't you?  
 2 A. No, I don't have my complete records. I have my  
 3 printout of what you asked for.  
 4 Q. Did you get your notice of deposition where we  
 5 attempted to take your deposition here --  
 6 A. Yeah.  
 7 Q. -- approximately two weeks ago?  
 8 MR. DEAN: You asked for a list and this is  
 9 a list.  
 10 THE WITNESS: This is a list, yes.  
 11 BY MR. ROSE:  
 12 Q. Did you get that notice of deposition --  
 13 A. Yeah.  
 14 Q. -- that we attempted to take two weeks ago, your  
 15 deposition?  
 16 MR. DEAN: It's the same as the current one  
 17 so --  
 18 THE WITNESS: Yes, yeah.  
 19 BY MR. ROSE:  
 20 Q. Why didn't you show up for that?  
 21 MR. DEAN: Objection. Don't answer the  
 22 question. It's been dealt with.  
 23 BY MR. ROSE:  
 24 Q. When's the last time you spoke with your father?  
 25 A. Can I refer to my phone records? I believe it was

1 March.  
 2 Q. Yes, you may refer to your records.  
 3 A. Yes, it was.  
 4 Q. For how long did you speak with him?  
 5 A. Oh, I don't remember.  
 6 Q. Does it show on your record there?  
 7 A. Not on this printout. It may if we go through all  
 8 of these records.  
 9 Q. And before -- well, keep your record out there,  
 10 please, Mr. McKee. And prior to March -- and March  
 11 would be March of '07?  
 12 A. Yes.  
 13 Q. Prior to then, when was the last time you spoke  
 14 with your father?  
 15 A. In -- let's see if I'm -- in July of '06.  
 16 Q. Do you have any fault with a person trying to  
 17 protect their property from the government taking it in  
 18 their age old?  
 19 A. I really don't understand that question.  
 20 Q. Do you have a problem, any problem with a person  
 21 trying to protect their property so they don't have to  
 22 spend it all on their last illness and dying?  
 23 MR. DEAN: Object to that as being --  
 24 THE WITNESS: It's a pretty vague question.  
 25 I just -- I can't say that I understand your question.

1 BY MR. ROSE:  
 2 Q. Well, do you have any problem with your father  
 3 trying to protect his property so it doesn't all get  
 4 taken by the government to provide for his care?  
 5 A. Well, I don't think I understand the question. I  
 6 believe in private property rights, but I want my  
 7 father to have whatever care he needs at this stage of  
 8 his life.  
 9 Q. And do you have a problem with him trying to  
 10 qualify for government benefits to provide for that  
 11 care?  
 12 A. Absolutely not.  
 13 Q. Now, your sister's name is what?  
 14 A. Maureen Erickson.  
 15 Q. Okay. During these times of sickness of your  
 16 father that we've discussed, has she provided care for  
 17 your father?  
 18 A. I'm sure.  
 19 Q. And what care are you aware of that she's  
 20 provided?  
 21 A. Well, I couldn't tell you. I mean --  
 22 Q. Well, are you aware, did she provide for his care  
 23 after the knee surgery?  
 24 A. Well, obviously, I dropped him off at her house  
 25 after we took him there after the knee surgery. Not

1 after the knee surgery. After the rehab, yeah.  
 2 Q. Okay. And how soon after he was done with the  
 3 rehab did you drop him off at your sister's house?  
 4 A. I don't remember those dates.  
 5 Q. Okay. Do you know if your sister's provided care  
 6 for your father on any other occasions?  
 7 A. I don't know, but --  
 8 Q. You understand that she's cared for your father on  
 9 other occasions?  
 10 A. Do I understand that?  
 11 Q. Yes.  
 12 A. Isn't that the same as knowing?  
 13 Q. No.  
 14 A. I don't know.  
 15 Q. Do you have information that she's provided for  
 16 the care of your father on other occasions?  
 17 A. I don't have any information. I would assume that  
 18 she must care for him upon occasion. How's that?  
 19 Q. You don't know what care she's provided  
 20 personally?  
 21 MR. DEAN: That's what he just told you.  
 22 BY MR. ROSE:  
 23 Q. Your answer is no?  
 24 A. Yeah.  
 25 Q. Your answer was no?

1 A. Yes, my answer was no, yeah.  
 2 Q. Do you know how long your sister has -- or do you  
 3 know where your sister lives now?  
 4 A. Yeah, I know I can drive to it. I couldn't recite  
 5 the address.  
 6 Q. And what city is it?  
 7 A. Spokane.  
 8 Q. And is that the place that you dropped your father  
 9 off after the knee surgery?  
 10 A. It wasn't after the knee surgery. It was after  
 11 rehabilitation of knee surgery, yes.  
 12 Q. Okay. The rehabilitation was after the knee  
 13 surgery, wasn't it? The rehabilitation was after the  
 14 knee surgery?  
 15 A. Yes.  
 16 Q. Okay. How long has your sister lived in Spokane?  
 17 A. '97, I think, so roughly ten years, give or take.  
 18 And that's a rough answer.  
 19 Q. And do you recall where she moved from before  
 20 Spokane?  
 21 A. Yes. She moved from Southern California.  
 22 Q. And do you recall what prompted that move?  
 23 A. Yes.  
 24 Q. And what was that?  
 25 A. I believe it was -- well, I don't have firsthand

1 knowledge. I just --  
 2 Q. What do you believe it was?  
 3 A. It was too expensive for her to stay in Southern  
 4 California.  
 5 Q. Anything else?  
 6 A. That's what I think. That's what I think. You  
 7 asked me what I thought.  
 8 Q. What was your mother's name?  
 9 A. Natalie.  
 10 Q. And is she still alive?  
 11 A. No.  
 12 Q. And what year did she pass away?  
 13 A. '94.  
 14 Q. And where was your sister living, Maureen, at that  
 15 time?  
 16 A. Well, I believe her residence was still in  
 17 Southern California.  
 18 Q. Do you have any other sister other than Maureen?  
 19 A. No.  
 20 Q. Okay. So if I refer to your sister, you know I'm  
 21 talking about Maureen?  
 22 A. Yes, I will.  
 23 Q. Your brother Craig, now, he was an adopted child  
 24 of your mother and father?  
 25 A. That's correct.

1 Q. And he was the child of your uncle?  
 2 A. Yes.  
 3 Q. Other than providing for the care of your father,  
 4 do you have any problem with him giving Maureen his  
 5 assets?  
 6 A. I don't have any problem with him doing that as  
 7 long as it doesn't affect his eligibility for Medicaid,  
 8 or as long as he receives adequate health care, proper  
 9 feeding, gets his medication and has some peace in his  
 10 life.  
 11 Q. And so if he was to have the approval of the  
 12 Medicaid people to give his property away and become  
 13 Medicaid eligible, you wouldn't have any problem with  
 14 him giving property to Maureen?  
 15 MR. DEAN: Assuming a fact not in evidence.  
 16 Also calling for legal conclusion on his part.  
 17 THE WITNESS: I can't imagine that  
 18 happening, so I don't feel like I should answer that.  
 19 BY MR. ROSE:  
 20 Q. Well --  
 21 A. Because my understanding is it doesn't work that  
 22 way.  
 23 Q. Regardless of your understanding, if he's Medicaid  
 24 eligible and Medicaid accepts his transfer of assets to  
 25 Maureen, do you have any problem with that?

1 A. I just -- I can't answer that because it doesn't

2 make sense to me.

3 Q. I asked you to -- if he becomes Medicaid -- if he

4 can be Medicaid eligible and give his assets to

5 Maureen, then we --

6 A. Yeah, I still do, because I don't believe that's

7 the case.

8 Q. Okay. If your belief is wrong, what's your

9 problem, if any?

10 A. Well, this requires knowledge of the system, and

11 my knowledge of the system is that that's not possible.

12 Q. Well, regardless of your knowledge, if he's

13 Medicaid -- if he can become Medicaid eligible, what

14 problem do you have --

15 A. That's not his only --

16 Q. What problem do you have with his giving his

17 assets to Maureen?

18 A. Well --

19 MR. DEAN: So in other words, he wants to

20 know, is it okay with you if your father has nothing

21 for his old age?

22 MR. ROSE: That's not it. And I object to

23 your interruption and to the rephrasing of my

24 questions, Mr. Dean.

25 MR. DEAN: That's exactly what you're

1 procedures she might have had, or heard about other

2 procedures she might have had?

3 A. Not -- I know she's had other procedures, but I

4 don't remember what they were, no.

5 Q. When did your father have his stroke, if you

6 recall?

7 A. I said I wasn't sure that he'd had a stroke, and I

8 didn't think it had ever been medically established

9 that he'd had a stroke. If he has, I haven't been told

10 that by medical personnel.

11 Q. Is there some point in your father's medical

12 history that you felt he wasn't the same after he

13 experienced a medical problem?

14 A. He was very depleted after the knee surgery.

15 Q. What do you mean by "depleted"?

16 A. You asked me -- what was your -- rephrase your

17 question and I'll answer it.

18 Q. I think you said or attributed that your father

19 didn't seem the same after a certain event, he wasn't

20 himself. Do you recall your father changing after any

21 particular medical event?

22 A. Well, I just said, I thought he was severely

23 depleted after the knee surgery.

24 Q. Okay.

25 A. And I mean, he was obviously -- he had some other

1 asking.

2 MR. ROSE: No, it's not. And you don't have

3 the right to interrupt here and converse with your

4 client.

5 MR. DEAN: Ask your question.

6 MR. ROSE: Quit interrupting and --

7 MR. DEAN: Ask your question so I don't have

8 to object and tell him not to answer.

9 MR. ROSE: Make some proper objections and

10 quit talking with your client during the format of my

11 questions.

12 MR. DEAN: Go ahead, Counsel. Ask your

13 question.

14 BY MR. ROSE:

15 Q. Do you recall of any medical difficulties your

16 sister has had?

17 A. I hear everything second and third hand, so --

18 Q. Okay. And what have you heard third hand and --

19 second and third hand concerning her medical condition?

20 A. Well, let's see. I understand or I have been told

21 second and third hand that she's had several medical

22 procedures done on her back.

23 Q. Do you recall when her back procedures have been?

24 A. No.

25 Q. Do you recall -- are you aware of any other

1 problems immediately after the knee surgery, so he

2 was --

3 Q. And what were those additional problems after the

4 knee surgery?

5 A. Well, I think I mentioned, I think he had

6 pneumonia and --

7 Q. Anything else?

8 A. Well, that was the life threatening issue at that

9 point.

10 Q. Do you know Nancy McGee?

11 A. I know who she is, yes.

12 Q. Have you ever met her?

13 A. Yes.

14 Q. And when do you recall meeting her?

15 A. I would guess it was 2004.

16 Q. When in relation to your father's surgery?

17 A. It was either before or after in 2004, but I don't

18 remember exactly in relation to my father's surgery.

19 Q. Do you recall seeing him at the hospital after

20 the surgery?

21 A. No.

22 Q. Do you recall seeing him with Nancy McGee at the

23 hospital after the surgery?

24 A. No.

25 A. I don't do --

1 Q. And do you recall Ms. McGee, Mrs. McGee presenting  
2 your father with any documents?  
3 A. That's not what happened. She brought a copy of  
4 his will.  
5 Q. And what will?  
6 A. A will she had written for him.  
7 Q. And that's a will that you hired her to write for  
8 your father?  
9 A. No.  
10 Q. And presented to him Ms. McGee?  
11 A. Yes.  
12 Q. And asked --  
13 A. I assume that. I don't know that for a fact, but  
14 who else would.  
15 Q. What do you recall happening when Ms. McGee  
16 visited with your father and you and Maureen at the  
17 home?  
18 A. Well, I remember Maureen being there and being  
19 upset.  
20 Q. Okay. Was your father upset?  
21 A. I don't recall that he was.  
22 Q. Okay. Your father refused to sign the will  
23 Ms. McGee prepared?  
24 A. I don't remember that.  
25 Q. When Ms. McGee visited, she presented your father

1 with this will she had prepared, didn't she?  
2 A. Yes, but she had prepared the will, like, five  
3 years earlier.  
4 Q. Was it a signed will?  
5 A. Beats me.  
6 Q. How do you know she prepared it five years  
7 earlier?  
8 A. Because we were shown a copy of it at that  
9 meeting, and it was dated five years previous.  
10 Q. And it -- was your father's signature on it?  
11 A. You know, I don't specifically remember his  
12 signature.  
13 Q. How was it that Ms. McGee happened to visit the  
14 home that day?  
15 A. I think my father called her to review his will.  
16 Q. Do you recall what the will provided?  
17 A. Not in very great detail.  
18 Q. And the detail you recall, what did it provide?  
19 A. Um, let's see. It did leave most of his estate to  
20 Maureen Erickson. It left personal items to  
21 grandchildren and children to be shared alike. It left  
22 his half of the North Fork property to my wife and me,  
23 and I left \$5,000 to my brother Craig, if I recall  
24 correctly.  
25 Q. Prior to his knee surgery, your father had deeded

1 that North Fork property, to you, hadn't he?  
2 A. Yes.  
3 Q. And in this will that was prepared, he was still  
4 dealing with the North Fork property as if it was his?  
5 A. The will was written in 1999.  
6 Q. Well, in the will that you saw, he was still  
7 dealing with the North Fork property as his, correct?  
8 A. In 1999 when he wrote it.  
9 Q. Now, after he was out of rehabilitation following  
10 his knee surgery, you were contemplating taking your  
11 father to Louisiana; is that correct?  
12 A. Let's see. In 2000, yes, we did offer to take him  
13 to Louisiana.  
14 Q. And you did not and instead dropped him off at  
15 Maureen's?  
16 A. Because that's what he wanted, yes, and she  
17 wanted.  
18 Q. You didn't drop him off there because he refused  
19 to sign that will?  
20 A. No.  
21 Q. When you dropped him off at Maureen's, do you know  
22 if she had any physical restrictions or was recovering  
23 from any of her medical problems?  
24 A. She's had surgeries and, you know, I don't know  
25 when they are. She may have been about to have a

1 surgery or may have just had a surgery, but --  
2 Q. And wasn't the fact that she was about to have or  
3 may have just had a surgery the reason you were going  
4 to take your father to Louisiana?  
5 A. That may be. I don't recall.  
6 Q. Were you concerned that Maureen was trying to take  
7 your father's assets back in 2004?  
8 A. No. Well, let me rephrase that. I was  
9 increasingly concerned, yes.  
10 Q. Do you know how long Maureen cared for your father  
11 after that knee surgery?  
12 A. No.  
13 Q. Who's Phillip Coleman?  
14 A. Phillip Coleman would be my brother-in-law.  
15 Q. And you sent Mr. Coleman and his children to stay  
16 with your father for a period of time; is that correct?  
17 A. No, that's not correct.  
18 Q. Did Mr. Coleman and his children come to stay with  
19 your father for a period of time?  
20 A. That is my understanding, but I was not witness to  
21 it.  
22 Q. Okay. And you were aware that Mr. Coleman was a  
23 person wanted by the legal authorities?  
24 A. I became aware of it, yes.  
25 Q. And that was due to his taking his -- taking



1 children?  
 2 A. Yes.  
 3 Q. Are you aware that the FBI visited with your  
 4 father and mother concerning Mr. Coleman's being at the  
 5 home?  
 6 A. No. No. I did not remember that the FBI visited.  
 7 Q. Did you visit your father where Mr. Coleman was in  
 8 the area staying with your father?  
 9 A. You know, I didn't always know where he was. We  
 10 weren't in close contact, so it's possible, yes.  
 11 Q. Did you know that he was wanted by legal  
 12 authorities when you visited him up here up at your --  
 13 well, staying with your father?  
 14 MR. DEAN: Objection. That misstates his  
 15 testimony. He didn't say they were both staying with  
 16 his father.  
 17 BY MR. ROSE:  
 18 Q. Let's figure this out here.  
 19 Did you visit up here when Mr. Coleman was -- when  
 20 Mr. Coleman was staying with your father?  
 21 A. Not that I recall. He may have -- you asked if he  
 22 was in the area, and he may have been in the area. I  
 23 have heard since that he was in the area.  
 24 Q. Did you visit your father ever when Mr. Coleman  
 25 was at his home?

1 A. Boy, I don't remember. It's -- I don't think so,  
 2 but I'm not sure. That was a long time ago.  
 3 Q. Were you aware Mr. Coleman had difficulty with the  
 4 legal authorities over those kids when he was allegedly  
 5 or supposedly visiting with your father?  
 6 A. Yes.  
 7 Q. Did you inform your father of that?  
 8 A. Yes, I did.  
 9 Q. And you wanted him to -- "him" being your  
 10 father -- to keep Mr. Coleman at his residence?  
 11 A. To what?  
 12 Q. Allow Mr. Coleman to remain at his residence?  
 13 A. Absolutely not.  
 14 Q. Did you inform the FBI where Mr. Coleman was? Did  
 15 you ever inform the FBI where Mr. Coleman was?  
 16 A. I never informed the FBI where Mr. Coleman was.  
 17 Q. And you were aware that the FBI was looking for  
 18 Mr. Coleman?  
 19 A. Yeah.  
 20 Q. Were you aware that your parents were subjected to  
 21 questioning by the FBI over Mr. Coleman?  
 22 A. No, I don't remember that I ever knew that.  
 23 Q. Now, in August 2005 when your father was visiting  
 24 with you up in Sandpoint, do you recall how your father  
 25 got to Sandpoint?

1 A. Yes.  
 2 Q. And how was that?  
 3 A. I picked him up and drove him up there.  
 4 Q. What did you tell him when you were picking him up  
 5 and taking him someplace, where did you tell him you  
 6 were taking him?  
 7 A. I told him we were going to Sandpoint.  
 8 Q. Okay. And when you left to -- strike that.  
 9 Did you intend on taking him places -- anyplace  
 10 other than Sandpoint?  
 11 A. When I picked him up to take him to Sandpoint was  
 12 I intending to take him anyplace other than Sandpoint?  
 13 Q. Yes.  
 14 A. No.  
 15 Q. Did something happen while you were in Sandpoint  
 16 to make you decide to try to take him someplace other  
 17 than Sandpoint?  
 18 A. We offered to bring him to Louisiana afterwards.  
 19 Q. Afterwards what?  
 20 A. After we left Sandpoint, he agreed to come with  
 21 us.  
 22 Q. Okay. What do you understand happened with that  
 23 agreement to come with you after you left and went back  
 24 because of Katrina?  
 25 A. You're going to have to rephrase that question. I

1 don't understand it.  
 2 Q. Your father was left in Sandpoint with your wife  
 3 after you left to return for Katrina; is that correct?  
 4 A. Yeah, I left to return after Katrina. I didn't  
 5 return for Katrina.  
 6 Q. Okay. And your father was -- after you left, was  
 7 left in Sandpoint with your wife?  
 8 A. That's correct.  
 9 Q. Okay. Did there come a point that your wife took  
 10 your father someplace?  
 11 A. Yes. As the agreement, they drove to the airport  
 12 to leave for Louisiana when they -- yeah.  
 13 Q. Okay. What happened at the airport as far as you  
 14 understand?  
 15 A. After they got everything out of the car and into  
 16 the airport, my father said he did not want to go.  
 17 Q. Then what happened?  
 18 A. Well, my wife could not just leave him alone in  
 19 the airport, so she convinced him to go with her to  
 20 Salt Lake City, and then they could either send him  
 21 back on a plane and make provisions to have somebody  
 22 meet him, discuss it with my brother, Craig, and go  
 23 from there. But she didn't feel she could just leave  
 24 him in the airport, so they went to Salt Lake City.  
 25 stayed with my brother, and then my brother drove him

1 back home because he changed his mind and changed his  
 2 commitment on us.  
 3 Q. Your father never cared for Louisiana, did he?  
 4 A. Well, he never said that to me. I've read it  
 5 recently that he didn't care for Louisiana. I thought  
 6 he had a good time every time he came down there.  
 7 Q. How many times has your father visited with you in  
 8 Louisiana?  
 9 A. I don't know. I couldn't count.  
 10 Q. Do you recall the years that he visited you in  
 11 Louisiana?  
 12 A. I've lived in Louisiana for 30 some years, 33,  
 13 34 years, and, no, I don't recall which years exactly.  
 14 Q. Your petition indicated -- and by "your petition,"  
 15 the petition for guardianship -- indicated, I believe,  
 16 that you were concerned about your father's dissipating  
 17 his assets?  
 18 A. Yes.  
 19 Q. Now, he's been dissipating his assets for many  
 20 years, hasn't he?  
 21 A. It would appear that way since he's not working.  
 22 Q. And he transferred the North Fork property to you  
 23 by deed, did he not?  
 24 A. He did.  
 25 Q. Okay. And you didn't pay him any money for that,

1 did you?  
 2 A. No, I did not.  
 3 Q. Do you know how much that property is worth now?  
 4 A. Yeah. I had it appraised in 2005.  
 5 Q. What was the appraised value?  
 6 A. \$160,000.  
 7 Q. And was that for the whole parcel or half of the  
 8 parcel?  
 9 A. It's for the whole parcel.  
 10 (Exhibit A was marked.)  
 11 BY MR. ROSE:  
 12 Q. Showing you what's been marked for identification  
 13 as Exhibit A, do you recognize that?  
 14 A. I believe I do.  
 15 Q. What do you recognize it as?  
 16 A. It's a quitclaim deed that my father sent to me  
 17 for his half of the North Fork property.  
 18 Q. After sending that deed to you, do you recall your  
 19 father visiting with you in Louisiana?  
 20 A. You mean after that?  
 21 Q. Yeah.  
 22 A. Yeah, he visited after that.  
 23 Q. How soon after?  
 24 A. Oh, I don't recall.  
 25 Q. Do you have any record showing when he may have

1 visited you in?  
 2 A. Certainly not with me here or even up here in  
 3 Idaho. If I could -- no. The answer would be no.  
 4 Q. Now, this quitclaim deed refers to what you  
 5 referred to as the North Fork property; is that  
 6 correct?  
 7 A. Yes.  
 8 Q. Okay. And your father has asked you to return  
 9 that property to him; is that correct?  
 10 A. Yeah, just recently he did.  
 11 Q. And how do you define recently?  
 12 A. Within the last year and a half, I would guess,  
 13 plus or minus.  
 14 Q. Okay. And that's the property that he turned over  
 15 to you and that you paid him no money for it?  
 16 A. That's correct.  
 17 Q. Okay. Your father actually bought this property  
 18 while you were in the military service?  
 19 A. We bought it while I was in the military service  
 20 with him.  
 21 Q. Okay. And it has -- it was your father and mother  
 22 and you and your wife?  
 23 A. That's correct.  
 24 Q. And while you were in the military service, the  
 25 property was being paid on?

1 A. Yes.  
 2 Q. And your father made payments on your behalf?  
 3 A. No.  
 4 Q. How many times do you recall your father asking  
 5 that the property be returned?  
 6 A. Oh, maybe two or three in the last -- two or  
 7 three, I guess.  
 8 Q. Have you returned the property?  
 9 A. No.  
 10 Q. After the property was transferred to you, do you  
 11 recall meeting with your father and sister and Craig  
 12 and yourself where this half of the property that was  
 13 transferred to you was discussed?  
 14 A. My father, my sister, my --  
 15 Q. And you?  
 16 A. -- brother and me, no, I don't recall.  
 17 Q. Do you ever recall a family meeting where you  
 18 agreed that Natalie's half of that North Fork property  
 19 should go to Maureen?  
 20 A. No, I was never at a family meeting for that.  
 21 Q. Are you aware that your father has some property  
 22 in Canada?  
 23 A. Oh, yes.  
 24 Q. And where was that property located?  
 25 A. Well, the property I know about was in Moyle,



1 British Columbia.  
 2 Q. Do you know when your father acquired the  
 3 property?  
 4 A. That's -- I don't know exactly. It was many, many  
 5 years ago.  
 6 Q. Okay. Are you aware that your father sold the  
 7 property?  
 8 A. Yes, I am.  
 9 Q. And when do you recall that he sold the property?  
 10 A. I believe he sold the property in the year -- it  
 11 closed in the year 2000, I believe.  
 12 Q. And when was that in relation to when the North  
 13 Fork property was deeded to you?  
 14 A. I don't know.  
 15 Q. Did you discuss the sale of the Moyie property  
 16 with your father?  
 17 A. At any point in our lives? Yes.  
 18 Q. Before the sale.  
 19 A. I don't know. I assume that I did, but I don't  
 20 recall a specific discussion.  
 21 Q. Do you have a recollection about having a  
 22 discussion about the sale of the Moyie property with  
 23 your father and sister?  
 24 A. I don't recall it, no.  
 25 Q. Okay. Do you recall your sister ever expressing

1 Q. And had you discussed the sale of the Moyie  
 2 property with your father before then?  
 3 A. I would assume so.  
 4 Q. And what did you discuss with him before you began  
 5 cleaning up this paperwork?  
 6 A. I don't recall.  
 7 Q. You ever discuss the payment of taxes?  
 8 A. Before that? I don't recall discussing the  
 9 payment of taxes before that, no.  
 10 Q. Did you get any money from the sale of the Moyie  
 11 property?  
 12 A. No.  
 13 Q. Did you advise your father to pay taxes, US taxes  
 14 on the sale of the property?  
 15 A. We took him to an accountant to help him work that  
 16 out. Yeah, I would always advise paying taxes.  
 17 Q. What accountant did you take him to?  
 18 A. Schoonmaker.  
 19 Q. Schoonmaker. Did you speak with Mr. Schoonmaker?  
 20 A. Yes.  
 21 Q. And what did you hear in your conversation with  
 22 Mr. Schoonmaker, if anything, between your father and  
 23 him?  
 24 A. About?  
 25 Q. About the sale of the Moyie property.

1 her feelings about the sale of the Moyie property?  
 2 A. I don't know what her feelings were, no, so I  
 3 obviously don't.  
 4 Q. Do you recall if your father visited with you  
 5 after the sale of the Moyie property and in close  
 6 proximity afterwards?  
 7 A. I don't recall how close or when he visited in  
 8 close proximity, or in the year 2000. I don't know  
 9 when he visited.  
 10 Q. Do you know how much your father sold the Moyie  
 11 property for?  
 12 ~~At \$300,000, I believe.~~  
 13 Q. And how did you learn that?  
 14 A. In talking with him afterwards.  
 15 Q. Do you know what happened to the money from the  
 16 sale of the Moyie property?  
 17 A. No.  
 18 Q. Did you ever discuss the payment of taxes on the  
 19 sale of the Moyie property with your father?  
 20 A. Yes, we did.  
 21 Q. And when did you discuss that?  
 22 A. When we began helping him clean up his paperwork  
 23 mess.  
 24 Q. And when was that?  
 25 A. I'm guessing 2003, 2004.

1 A. Well, let's see. I think we were concerned that  
 2 he had not filed income taxes for that year, and we  
 3 were concerned that he had not done so because he was  
 4 afraid that the taxes would be high. But that's all I  
 5 remember.  
 6 Q. Okay. And when you say we were concerned, who was  
 7 "we"?  
 8 A. My wife and I.  
 9 Q. Did Mr. Schoonmaker express a concern that you  
 10 heard?  
 11 A. Well, he wasn't concerned. He was very  
 12 professional. And I believe he wrote a letter to the  
 13 IRS on my father's behalf just to try and get it all  
 14 straightened out.  
 15 Q. Do you know if it got straightened out?  
 16 A. I don't know.  
 17 Q. Do you recall visiting this North Idaho area in  
 18 around Christmas in 2004?  
 19 A. I don't recall it, no.  
 20 Q. When did you close on your Sandpoint property?  
 21 A. In late 2004.  
 22 Q. Were you here when you closed?  
 23 A. No.  
 24 Q. Did you come up and visit the property after you  
 25 closed that year?

1 A. No, not that year.  
 2 Q. Do you recall being in this area in December of  
 3 2004?  
 4 A. No, I don't. I don't believe I was.  
 5 Q. Do you recall -- do you recall going into your  
 6 father's home around Christmastime of whatever year  
 7 when your father wasn't present?  
 8 A. No.  
 9 Q. Did you ever visit your father's home when he  
 10 wasn't present?  
 11 A. Over the years I'm sure I was in there when he was  
 12 not there. Over the years, of course.  
 13 Q. Do you recall being there in 2004 when your father  
 14 wasn't present due to his surgery or care?  
 15 A. I don't recall, no.  
 16 Q. Did your father have a key to his home hidden  
 17 outside?  
 18 A. I'm sure he did.  
 19 Q. Did you know the location of it?  
 20 A. I did for a while.  
 21 Q. Did you ever have to go into your father's home  
 22 and need to go to a neighbor of his to get a key to go  
 23 in?  
 24 A. Not that I recall, no.  
 25 Q. Do you recall being contacted by Spike Angle from

1 the Osburn Police Department?  
 2 A. Yes.  
 3 Q. And when was that?  
 4 A. I believe it was in the spring of '06.  
 5 Q. What was the reason for Spike Angle's contact?  
 6 A. Well, actually, I don't think Spike contacted me,  
 7 now that you say that. I was contacted by an insurance  
 8 agent.  
 9 Q. Who was the insurance agent?  
 10 A. I don't remember his name.  
 11 Q. Do you recall who he was supposed to be  
 12 representing?  
 13 A. My father's home insurance company evidently.  
 14 Q. And what was your discussion with the insurance  
 15 agent?  
 16 A. They were investigating the reported theft of  
 17 several guns, three coffee cans full of coins.  
 18 Q. And why was the insurance agent contacting you?  
 19 A. Because my father and my sister were accusing me.  
 20 Q. Were you aware of hiding places in your father's  
 21 home?  
 22 A. I was aware of some of them, yes.  
 23 Q. Particularly one near a fireplace?  
 24 A. Yes.  
 25 Q. And describe that hiding place to me.

1 A. I never saw it open. My understanding is it was  
 2 behind the paneling.  
 3 Q. Were you ever aware of what was kept in there?  
 4 A. I was told his coin collection was there.  
 5 Q. Your father ever discuss with you his allegation  
 6 that you took things out of his home; to wit, the guns  
 7 and the coin collection?  
 8 A. Yeah, he did.  
 9 Q. Okay. And when was that?  
 10 A. 2006.  
 11 Q. Did you ever discuss it with any members of the  
 12 Osburn Police Department or any other police  
 13 department?  
 14 A. Yes.  
 15 Q. And who did you discuss it with with the police  
 16 department?  
 17 A. That would be Spike Angle. That's the only one.  
 18 Q. And who -- did you contact Mr. Angle or Mr. Angle  
 19 contact you?  
 20 A. I don't remember.  
 21 Q. What was your contact with Mr. Angle?  
 22 A. What was my contact?  
 23 Q. Yeah. What was said in your conversation, if any,  
 24 with him?  
 25 A. Well, we talked about what my father's claims

1 were.  
 2 Q. Okay. And what were you informed your father's  
 3 claims were?  
 4 A. Well, the same thing I just told you, which is I  
 5 believe it was three guns or four guns -- excuse me,  
 6 four guns and three coffee cans full of coins.  
 7 Q. Mr. Angle was aware of those items and questioned  
 8 you about them?  
 9 A. He was aware of those items.  
 10 Q. My question is: Was Mr. Angle aware of these  
 11 items and questioned you about them?  
 12 A. I'm not sure what you mean by "aware of the  
 13 items."  
 14 Q. Well, did Mr. Angle question you about these guns  
 15 and coins?  
 16 A. Yeah. That's what we talked about, yes.  
 17 Q. Now, you've been in your father's safety deposit  
 18 box; is that correct?  
 19 A. That's correct.  
 20 Q. On many occasions; is that correct?  
 21 A. I don't know how many occasions, but I have been  
 22 there more than once, yeah.  
 23 MR. ROSE: B.  
 24 (Exhibit B was marked.)  
 25

1 BY MR. ROSE:  
 2 Q. Showing you what's been marked for identification  
 3 as Exhibit B, do you recognize that?  
 4 A. Well, I'm assuming because of your previous  
 5 question this has to do with his safety deposit box at  
 6 Bank of America.  
 7 Q. Do you see anything on there that you recognize to  
 8 be your signature or your wife's signature?  
 9 A. Yes, uh-huh.  
 10 Q. And point out to me or refer to the dates and the  
 11 times that you believe has your signature.  
 12 A. Okay. August 13th of '04. August 19th of '04.  
 13 August 30th of '05.  
 14 Q. And your wife's signature would appear where, as  
 15 you recognize her signature, if you do?  
 16 A. Yes, uh-huh. The same places.  
 17 Q. And on those days where your signature is shown,  
 18 were you in your father's safety deposit box at that  
 19 time?  
 20 A. Yes.  
 21 Q. Do you recall some difficulty about your father  
 22 not being able to locate his key to the safety deposit  
 23 box?  
 24 A. My father has had trouble locating keys his whole  
 25 life, so I don't specifically remember that.

1 Q. What do you recall him removing?  
 2 A. He gave me a copy of my birth certificate, and  
 3 ultimately he gave me -- he gave us a copy of my  
 4 brother's birth certificate.  
 5 Q. Anything else?  
 6 A. Not that I recall, no.  
 7 Q. Do you recall returning things to your father  
 8 after the Osburn police contacted you?  
 9 A. I returned some -- let's see. No. I don't think  
 10 it was after the Osburn police, uh-huh.  
 11 Q. Okay. Well, do you recall returning some things  
 12 to your father out of the safety deposit box?  
 13 A. No, not anything out of the safety deposit box.  
 14 Q. Did you ever have your father's debit card?  
 15 A. No.  
 16 Q. Did you ever return it to him?  
 17 A. I never had it.  
 18 Q. Okay. Did you ever have his title to his Isuzu  
 19 Rodeo?  
 20 A. Not that I know.  
 21 Q. What items do you recall that you mentioned here a  
 22 minute ago returning to your father?  
 23 A. Um, financial records that we had brought to  
 24 Sandpoint with his approval to --  
 25 Q. But when did you return those?

1 Q. Now, this August '05 where you indicated your  
 2 signatures were, that's prior to the -- or near the  
 3 time that you took your father up to Sandpoint to  
 4 visit?  
 5 A. Yes, that would be near the time.  
 6 Q. And that's right near the Katrina time?  
 7 A. Yeah.  
 8 Q. And when in relation to picking your father up to  
 9 take him to Sandpoint was that August 30th date?  
 10 A. That was after we had picked him up and after --  
 11 if it's August 30th, it was after we had picked him up  
 12 and, I believe -- yeah, it was after we had already  
 13 picked him up and spent some time in Sandpoint.  
 14 Q. What date was Katrina, if you remember?  
 15 A. It was right about there, 8/30, 8/31, somewhere in  
 16 there, right at the end.  
 17 Q. Did you remove anything from your father's safety  
 18 deposit box?  
 19 A. Did I personally?  
 20 Q. Yes.  
 21 A. No.  
 22 Q. Did your wife?  
 23 A. No.  
 24 Q. Do you recall -- well, did your father?  
 25 A. He did on one occasion that I remember.

1 A. It would have been in early '06.  
 2 Q. Was that after the Osburn Police Department  
 3 contacted you?  
 4 A. I really don't know, but I believe it was before.  
 5 Q. Did you ever see that title -- or strike that.  
 6 Your father's indicated that you've removed money  
 7 and stocks and things from his safety deposit box. Do  
 8 you deny that?  
 9 A. Yes, I deny that.  
 10 Q. And after he accused you, after your father  
 11 accused you of doing that, he demanded his property  
 12 returned; is that correct?  
 13 A. What property are you talking about?  
 14 Q. Whatever property you had.  
 15 A. He never -- well, first of all, I deny taking it.  
 16 And secondly, so I can't return something I haven't  
 17 taken.  
 18 Q. Okay. How voluminous were these financial records  
 19 that you had in your possession up there that were  
 20 taken from your father's house, I take it, to  
 21 Sandpoint -- is that correct?  
 22 A. That is correct.  
 23 Q. How voluminous were those records?  
 24 A. Um, I believe they were two big boxes. They may  
 have been more voluminous when we took them because

1 there was a lot of duplication. There were past due  
 2 notices and past due notices and --  
 3 MR. DEAN: You've answered the question.  
 4 THE WITNESS: Yeah.  
 5 BY MR. ROSE:  
 6 Q. Well, you said they were more voluminous than when  
 7 you took them. What was more voluminous than you  
 8 returned?  
 9 A. Well, we organized them and put them in some sense  
 10 of order.  
 11 Q. And when you returned those records, how did you  
 12 return them?  
 13 A. Drove them to his house.  
 14 Q. Drove them to his house?  
 15 A. Well, I didn't drive them. I put them in the car  
 16 and then I drove the car to his house, yes.  
 17 Q. And how were they delivered to your father?  
 18 A. I carried them.  
 19 Q. You had them in your car. How did you get them to  
 20 your father?  
 21 A. I carried them into the house.  
 22 Q. Okay. Was your father present?  
 23 A. Yes.  
 24 Q. And were the boxes opened after you carried them  
 25 in?

1 A. While I was there?  
 2 Q. Yes.  
 3 A. I don't recall.  
 4 Q. Okay. You don't recall opening the boxes and  
 5 explaining to your father what you did with his --  
 6 A. I don't recall that, no.  
 7 Q. And you said that was in early '06. This was --  
 8 that was -- those documents were returned after your  
 9 father had made demands on you for return of property?  
 10 MR. DEAN: Objection. Misstates his  
 11 testimony. Go ahead and answer. Tell him again.  
 12 THE WITNESS: Yeah. I returned them the  
 13 first time I came back to Idaho after Hurricane  
 14 Katrina.  
 15 BY MR. ROSE:  
 16 Q. And I thought you said that was early in '06.  
 17 A. I did.  
 18 Q. Okay.  
 19 A. I'm --  
 20 MR. ROSE: Let's take a break at this point  
 21 in time. We've been at it for a little more than an  
 22 hour.  
 23 (A brief recess was taken.)  
 24 BY MR. ROSE:  
 25 Q. Mr. McKee, do you recall what years it was that

1 you were helping your father pay his bills and  
 2 organize?  
 3 A. Started in 2002, and it continues today. More  
 4 paying bills, less organizing, since I've -- since  
 5 2005.  
 6 Q. Now, you've indicated that your -- I believe that  
 7 your father complained about lack of money?  
 8 A. In 2000 -- late 2002, he told us he was broke,  
 9 yeah.  
 10 Q. And that was when he was trying to get his -- or  
 11 the river property back, the North Fork property back,  
 12 correct?  
 13 A. Incorrect, no.  
 14 Q. He asked you for the North Fork property back at  
 15 that time, didn't he?  
 16 A. No.  
 17 Q. And what was your response to your father saying  
 18 he was broke?  
 19 A. Well, we sat down and talked with him and got him  
 20 to define his situation as best he could. He didn't  
 21 just say he was broke; he also asked for our help. And  
 22 we told him that we would try and help him to the best  
 23 of our ability.  
 24 Q. Did you do anything in that regard to help him?  
 25 A. Yeah. We started paying off some of his bills.

1 Q. Did you try to put him on a budget?  
 2 A. Yeah, we did try and work on a budget so we'd know  
 3 what we were working with.  
 4 MR. ROSE: C.  
 5 (Exhibit C was marked.)  
 6 BY MR. ROSE:  
 7 Q. Showing you what's been marked for identification  
 8 as Exhibit C, do you recognize that?  
 9 A. It looks like the budget we were trying to work  
 10 up.  
 11 Q. There's some -- on the first page of it there's  
 12 some handwriting and it starts out with "Daddy." Do  
 13 you recognize that?  
 14 A. Yes.  
 15 Q. Whose handwriting is that?  
 16 A. That would be mine.  
 17 Q. How did you come to the figures that are indicated  
 18 in this budget?  
 19 A. They came from my father.  
 20 Q. And which figures came from your father?  
 21 A. Well, all I've seen so far were his estimates.  
 22 Q. Did you -- well, are these figures his estimate of  
 23 his expenses or did you play some part in filling in  
 24 the items in this?  
 25 A. They were his estimates, but I believe we filled

1 them in for him.  
 2 Q. Where did he come up with this format?  
 3 A. I think we provided the format.  
 4 Q. And what does your note say on page one?  
 5 A. Well, it's half missing, so I can read you -- This  
 6 copy...the numbers something from your estimate...while  
 7 you were here...you need to double -- so I don't know  
 8 what -- since we're missing some words, I can't read  
 9 the whole --  
 10 Q. Do you have a copy of this?  
 11 A. Not with me. If I have one, I don't know where it  
 12 is at this point.  
 13 Q. You played no part in putting -- suggesting any of  
 14 these numbers?  
 15 A. In suggesting any of these numbers?  
 16 Q. Yeah.  
 17 A. Yeah. They were his numbers, but we asked him the  
 18 questions and discussed them with him and he made the  
 19 estimates.  
 20 Q. Did you think this budget was sufficient?  
 21 A. This was probably just one of many that we worked  
 22 up trying to get a handle on what he was going to need.  
 23 Q. Did you work -- this bears a date of May 31, 2002,  
 24 in the upper right-hand corner. Was that a correct  
 25 date when this was compiled?

1 Q. Do you recall what brought about your contact with  
 2 your father in July of 2006?  
 3 A. Yeah, I do.  
 4 Q. And what was that?  
 5 A. The letter he sent me.  
 6 Q. And there was no contact -- well, what was your  
 7 contact after the letter that he sent you?  
 8 A. Well, I called him several times afterwards, or at  
 9 least twice, maybe three times, to confirm that what he  
 10 said in the letter is what he really wanted.  
 11 Q. And it was what he wanted?  
 12 A. Well, that's what he said. I'm not sure what he  
 13 wanted.  
 14 Q. That's what he told you he wanted on several  
 15 occasions?  
 16 A. He told us that he wanted what he said in the  
 17 letter.  
 18 MR. ROSE: D.  
 19 (Exhibit D was marked.)  
 20 BY MR. ROSE:  
 21 Q. Showing you what's been marked for identification  
 22 as Exhibit D, do you recognize that?  
 23 A. I believe I do. I haven't read it all.  
 24 Q. Go ahead and look at it and familiarize yourself  
 25 with it, please.

1 A. I have no idea, but I would just have to assume.  
 2 Q. Did your father put the typewritten figures in  
 3 there?  
 4 A. No. I said we probably entered them. He made up  
 5 the numbers, he give us the numbers, we entered them.  
 6 Q. Who entered the date in the upper right-hand  
 7 corner, May 31, 2002?  
 8 A. Well, I would assume that we did, yeah.  
 9 Q. "We" being?  
 10 A. Either my wife or I, yeah.  
 11 Q. Do you recall if you did a budget after this one?  
 12 A. It was an ongoing process, yes, I would assume we  
 13 did. This was -- If this was --  
 14 Q. Do you know if you did --  
 15 A. Can I answer the question?  
 16 Q. Do you know if you did a budget after this one?  
 17 A. I believe it was an ongoing process. We redid it  
 18 several times.  
 19 Q. How long was it ongoing?  
 20 A. It was probably through 2005.  
 21 Q. Do you have a copy of a more recent budget?  
 22 A. No, I don't.  
 23 Q. Do you recall what caused your last -- or your  
 24 contact with your father in July of 2006?  
 25 A. Do I recall?

1 A. Okay.  
 2 Q. Do you recognize that letter?  
 3 A. Yes, I do.  
 4 Q. And is that the letter that you were referring to?  
 5 A. It was the letter you were referring to, yes.  
 6 Q. Okay. And that's the letter you received in July  
 7 of 2006?  
 8 A. This is a copy of it, yes.  
 9 Q. And do you recognize the handwriting on it?  
 10 A. Yes.  
 11 Q. And whose writing do you recognize it to be?  
 12 A. My father, Bill McKee.  
 13 Q. He starts out in this letter saying: I'm not  
 14 crazy or losing my mind.  
 15 Did you think he was crazy or losing his mind at  
 16 that time?  
 17 A. Not really crazy or losing his mind, no.  
 18 Q. He said he knows what he's missing and what he did  
 19 and did not give away.  
 20 Did you doubt that he knew what he was missing?  
 21 A. Yeah, I guess I did.  
 22 Q. What did you doubt that he was missing?  
 23 A. Um, well, he never specifically said he was  
 24 missing anything until it came up to the colns and the  
 25 guns; and that was the first I heard about it.

1 Q. And you'd heard about that before this July 6th  
 2 letter, didn't you?  
 3 A. Yes, I did.  
 4 Q. Okay. Did you think he didn't know what he did or  
 5 did not give away?  
 6 A. I don't know what he did or did not know or --  
 7 Q. Um, did you make any written response to this  
 8 letter?  
 9 A. No, I don't believe I did. I don't recall.  
 10 Q. Have you responded or corresponded with your  
 11 father in writing?  
 12 A. I have, yes.  
 13 Q. How recently?  
 14 A. Not since this letter.  
 15 Q. Do you have copies of your correspondence with  
 16 your father up here with you?  
 17 A. No.  
 18 Q. Did you -- In your discussions with your father  
 19 after this letter, did you discuss the contents of it  
 20 with him?  
 21 A. Yes.  
 22 Q. Okay. And what did you discuss when he wrote:  
 23 Hell, you sent Mina's brother and kids to live with me  
 24 and your mother while he was wanted by the FBI?  
 25 A. Well, I told him I did not send Phillip and his

1 children to them for them to care for them, or aid or  
 2 abet them. I called them to give them a heads-up so  
 3 they would know what the situation was. They could  
 4 make up their own mind.  
 5 Q. Okay. When you called him and informed him, were  
 6 you aware that your brother-in-law was wanted by the  
 7 FBI?  
 8 A. I don't believe he was at the time I first called  
 9 them.  
 10 Q. What did you call them and inform them to be aware  
 11 of?  
 12 A. That he had taken his children and was trying to  
 13 keep them away from his mother -- their mother.  
 14 Q. Did you tell the children's mother that he was  
 15 coming up here to Idaho with those kids?  
 16 A. I didn't know he was coming up here.  
 17 Q. Well, you gave your dad a heads-up about it,  
 18 didn't you?  
 19 A. I told him it's possible. He was moving around,  
 20 obviously.  
 21 Q. Did you tell the kid's mother where he might be  
 22 going?  
 23 A. I didn't know where he was going.  
 24 Q. Did you tell them he might be coming up here to  
 25 see your father?

1 A. I didn't know, so no.  
 2 Q. Okay. Your father continues: You told me that  
 3 you would give back my river property before Christmas.  
 4 Did you tell him that?  
 5 A. No.  
 6 Q. Did you ever tell him you'd give him back his  
 7 river property?  
 8 A. No.  
 9 Q. And that's because you don't want to give it back?  
 10 A. I guess that would be one reason, yeah.  
 11 Q. Will you give your father's river property back to  
 12 him?  
 13 A. No.  
 14 Q. Why?  
 15 A. Because I don't want to. We already established  
 16 that.  
 17 Q. Well, why don't you want to give your father's  
 18 river property back to him?  
 19 MR. DEAN: He's answered the question.  
 20 THE WITNESS: I don't want to.  
 21 BY MR. ROSE:  
 22 Q. Why?  
 23 MR. DEAN: He's answered the question.  
 24 MR. ROSE: I have the right to ask him his  
 25 reasons.

1 BY MR. ROSE:  
 2 Q. Why?  
 3 MR. DEAN: He's told you, he doesn't want  
 4 to. End of question.  
 5 MR. ROSE: No, it's not the end of the  
 6 question.  
 7 MR. DEAN: Yes, it is.  
 8 BY MR. ROSE:  
 9 Q. Why?  
 10 MR. DEAN: Don't answer the question. Asked  
 11 and answered.  
 12 THE WITNESS: I don't want to and that's --  
 13 MR. ROSE: I'm going to take a break. I  
 14 think that might be the end of our deposition until we  
 15 have a motion to compel.  
 16 MR. DEAN: Okay. All right. For the  
 17 record, you've got plenty of opportunity to continue  
 18 with any relevant question you've got other than trying  
 19 to browbeat the witness, and to go ahead and complete  
 20 the deposition.  
 21 (A brief recess was taken.)  
 22 BY MR. ROSE:  
 23 Q. Will you give your father his river property back,  
 24 Mr. McKee?  
 25 387 MR. DEAN: Objection. It's been asked and

1 answered. Instruct him not to answer.  
 2 MR. ROSE: Go ahead and answer.  
 3 MR. DEAN: I just told him, Counsel, and you  
 4 heard it, I told him not to answer.  
 5 MR. ROSE: It's not asked and answered.  
 6 MR. DEAN: Yes, it is. He's told you no.  
 7 MR. ROSE: No, it's not, Mr. Dean.  
 8 MR. DEAN: Yes, it is. He's told you at  
 9 least four times the answer is no.  
 10 BY MR. ROSE:  
 11 Q. Then why won't you give him his property back?  
 12 MR. DEAN: All right. Objection. Been  
 13 asked and answered. Don't answer the question.  
 14 BY MR. ROSE:  
 15 Q. What was your conversation with your father in  
 16 February 2007?  
 17 A. I called to see how he was doing, see if he still  
 18 remembered the letter, still felt the same way.  
 19 Q. And his response?  
 20 A. He didn't remember all about the letter, but he  
 21 was mad at me because he thought I'd stolen his stuff.  
 22 Q. And during that conversation you asked him to drop  
 23 the suit or not sue you?  
 24 A. No, indeed.  
 25 Q. You asked him to give you the Priest Lake?

1 A. No.  
 2 Q. It was right after that February 2007 -- or was it  
 3 after February 2007 you filed this guardianship?  
 4 A. I don't remember whether it was after or before  
 5 that phone call, no.  
 6 Q. Showing you a copy of the guardianship petition,  
 7 do you recognize that, the signature?  
 8 A. Yes, that's my signature.  
 9 Q. And what's the date of it?  
 10 A. 14th of February.  
 11 Q. And do you recall if that was before or after your  
 12 February conversation with your father?  
 13 A. Not without looking at the records, no.  
 14 Q. Do you have your record to tell me when your  
 15 February conversation was?  
 16 A. It was on March 15th.  
 17 Q. Okay. You didn't have a conversation with him in  
 18 February?  
 19 A. Not according to my phone records.  
 20 Q. And what was your March 15th conversation?  
 21 A. I think I just told you that I asked how he was  
 22 doing, if he was okay, asked him if he still wanted us  
 23 not to contact him and --  
 24 Q. Did he say how he was doing?  
 25 A. Well, he said he was doing okay, considering.

1 Q. And did he say -- you asked him if he was okay.  
 2 Did he say if he was okay?  
 3 A. He said he was doing okay, considering.  
 4 Q. Well, you gave me two different questions there.  
 5 A. I --  
 6 Q. And you asked him if he felt the same. What was  
 7 the third question you asked him?  
 8 A. Well, I asked him how he was doing, if he still  
 9 felt the same that he had about the letter in that he  
 10 did not want any contact with me or from my brother.  
 11 And I don't know, I mean --  
 12 Q. And that was still true?  
 13 A. Yeah, he said it was still true.  
 14 Q. Did you tell him that you were seeking  
 15 guardianship of him?  
 16 A. I don't recall that I did, but I don't recall.  
 17 Q. If I am looking at this copy of the petition  
 18 correctly, I think it says it was filed March 28th.  
 19 MS. MASSEY: February.  
 20 MR. ROSE: Filing stamp?  
 21 MS. MASSEY: Mine --  
 22 MR. DEAN: February 28th.  
 23 BY MR. ROSE:  
 24 Q. So you recall -- did you know that the  
 25 guardianship had already been filed when you spoke with

1 your father in March?  
 2 A. Well, I knew we were moving in that direction. I  
 3 don't recall that I knew whether or not it was filed  
 4 and whether it had any relevance to my phone call. I  
 5 don't know.  
 6 Q. But in any event, you did not tell your father  
 7 about it?  
 8 A. I said, not that I recall.  
 9 Q. In the visitor's report, it indicated that your  
 10 father traveled worldwide. Now, I believe this was a  
 11 statement attributed to you. Do you know your father  
 12 to have traveled worldwide?  
 13 A. I believe he has, yes, but I don't remember the  
 14 statement you're talking about.  
 15 Q. Okay. It wasn't a statement from you. It was a  
 16 statement in the visitor's report, as I recall it. Did  
 17 you read that visitor's report?  
 18 A. Yes, I did.  
 19 Q. Okay. Now, do you know your father to have  
 20 traveled worldwide?  
 21 A. I believe he has, yes.  
 22 Q. And do you recall when?  
 23 A. When he went where?  
 24 Q. Traveled worldwide.  
 25 A. Well, worldwide isn't necessarily one trip.

1 Q. Did he take trips around the world?  
 2 A. I believe -- I don't know whether he went  
 3 completely around the world, but I think he's been on  
 4 most of the continents, yeah.  
 5 Q. Do you know if your sister enabled any of that  
 6 travel?  
 7 A. Well, she was an airline employee, so I think they  
 8 got a discount for their travel.  
 9 MR. ROSE: E,  
 10 (Exhibit E was marked.)  
 11 BY MR. ROSE:  
 12 Q. Showing you what's been marked as Exhibit E, do  
 13 you recognize the handwriting there first?  
 14 A. Well, it looks kind of like my mother's, yes.  
 15 Q. And do you recognize the signature at the bottom  
 16 of the page?  
 17 A. Looks kind of like my mother's, yes.  
 18 Q. Do you recall having seen this document before?  
 19 A. Yes, I have.  
 20 Q. When's the first time that you recall seeing it?  
 21 A. I believe in 2000 -- late 2002.  
 22 Q. And what was the occasion that you saw it then?  
 23 A. A copy was mailed to me.  
 24 Q. By whom?  
 25 A. By my sister, I believe.

1 Q. Had you had any knowledge of this will prior to  
 2 that being mailed to you?  
 3 A. No.  
 4 Q. You deny any conversation about it with your  
 5 father?  
 6 A. Yes, I do.  
 7 Q. Deny any conversation about it with your mother?  
 8 A. Yes.  
 9 Q. Deny any conversation about it with Maureen?  
 10 A. Maureen and I had conversations about it after she  
 11 sent it to me, yes.  
 12 Q. You deny seeing it in your father's safety deposit  
 13 box?  
 14 A. I did see it in my father's safety deposit box two  
 15 years later.  
 16 Q. Two years later than when?  
 17 A. Than the first time I saw it.  
 18 Q. And when do you first recall seeing it?  
 19 A. In late 2002.  
 20 Q. Did you have any discussions with your father  
 21 about it?  
 22 A. Probably.  
 23 Q. Do you recall what they were?  
 24 A. I know initially he told me he didn't know it  
 25 existed either.

1 Q. Did he change that?  
 2 A. He has changed it here recently, yes.  
 3 Q. Did you discuss this Exhibit E with any members of  
 4 your family that you can recall other than Maureen  
 5 after she sent it to you as you testified?  
 6 A. Yes, I did.  
 7 Q. And what members?  
 8 A. I certainly would have discussed it with my wife.  
 9 Q. Other than that?  
 10 A. I'm sure I discussed it with my brother.  
 11 Q. Other than that?  
 12 A. Well, not that we haven't already covered.  
 13 Q. I'm going to turn now to the verified petition for  
 14 appointment of guardian/conservator, the document I  
 15 showed you just moments ago. Are you familiar with  
 16 that document?  
 17 A. I can't say I'm intimately familiar with it,  
 18 but --  
 19 Q. Well, look at it and tell me if that's the  
 20 document that you signed to be presented to the Court,  
 21 please.  
 22 A. (Witness complies.)  
 23 Q. The document I showed you, that was the petition  
 24 for guardianship that you signed?  
 25 A. That's correct.

1 Q. Okay. In paragraph two it states: The alleged  
 2 ward is being taken advantage of financially by his  
 3 daughter, Maureen.  
 4 What evidence did you base that statement on?  
 5 A. Most of the evidence is financial, and I will  
 6 defer to our accountant.  
 7 Q. Well, what financial information did you have at  
 8 the time you signed this petition?  
 9 A. Well, we had copies of some of his -- some of his  
 10 financial records that we made.  
 11 Q. What finan -- that you made?  
 12 A. Yes, with his approval.  
 13 Q. Are those from the records that you returned to  
 14 him?  
 15 A. Some were and some were made from right there in  
 16 his house, with his approval, once again.  
 17 Q. And when were those records made?  
 18 A. Probably over the course of a couple years.  
 19 Q. Okay. What evidence did you have about your  
 20 father's finances between when you turned his records  
 21 back, or you mailed those records back to when you  
 22 filed this petition?  
 23 A. State that question again. I want to make sure I  
 24 understand that one.  
 25 Q. What evidence did you have other than those



1 records that you referred to from between the period of  
 2 July of 2006 and the time that you filed this petition?  
 3 A. What evidence did I have?  
 4 Q. Um-hmm.  
 5 A. I had evidence from witnesses here in the valley.  
 6 Q. Okay. What witnesses?  
 7 A. Neighbors, housekeeper.  
 8 Q. What neighbors?  
 9 A. The Kloos (phonetic) family.  
 10 Q. Which Klooses?  
 11 A. Judy primarily.  
 12 Q. What other ones?  
 13 A. I can't think of her husband's name all of a  
 14 sudden. Her husband, yeah.  
 15 Q. Okay. And you mentioned --  
 16 A. Randy.  
 17 Q. Who else?  
 18 A. I said Randy Kloos is her husband.  
 19 Q. All right. I thought you said a caregiver.  
 20 A. Yes, the caregiver/housekeeper.  
 21 Q. And who was that?  
 22 A. Kathy Shook.  
 23 Q. Any other evidence?  
 24 A. Yes, uh-huh.  
 25 Q. What?

1 A. Not before we filed the petition, no.  
 2 Q. Your attorney referred to an accountant earlier.  
 3 Who was that accountant?  
 4 A. His name is Curtis Clark.  
 5 Q. Where is he from?  
 6 A. Well, his offices are in Coeur d'Alene. I don't  
 7 know where he's from.  
 8 Q. Have you met the person?  
 9 A. Yes.  
 10 Q. When did you meet him?  
 11 A. I've talked to him on the phone, but I actually  
 12 met him today.  
 13 Q. Did you provide that person with some records?  
 14 A. I provided him with copies of records, yes.  
 15 Q. What records?  
 16 A. Oh, records of bank records, credit card records,  
 17 some -- yeah.  
 18 Q. And for what period of time did those records  
 19 cover?  
 20 A. Well, we've got records from '99 on. They're  
 21 incomplete records, but they're records.  
 22 Q. When do your records end?  
 23 A. Most of our good records ended in early 2005.  
 24 Q. Why did they end at that point in time?  
 25 A. Well, my father became increasingly convinced that

1 A. Well, we heard that his checks were bouncing all  
 2 over town, that --  
 3 Q. Who'd you hear that from?  
 4 A. Well, my brother got a call initially from an  
 5 employee at the Osburn grocery store and said there was  
 6 a problem. And my brother said, well, send them to me  
 7 and I will make them good. And they did that for a  
 8 while, but they quit sending them and said they  
 9 couldn't do it anymore.  
 10 Q. And when did that happen?  
 11 A. Probably late 2006, early 2007.  
 12 Q. And that was the calls to your brother?  
 13 A. We also heard the police chief visited the Kloos  
 14 family and was trying to figure out what was going on,  
 15 and he was quoted to the Kloos family as saying that my  
 16 father and my sister had both bounced checks in town  
 17 and was this -- there was a problem.  
 18 Q. Any other evidence from after July 2006 to when  
 19 you filed the petition?  
 20 A. I'm not sure that -- no, not from until after we  
 21 filed the petition, I don't believe.  
 22 Q. Okay. After the petition -- well, let's stay with  
 23 before. Before the petition, did you hire some  
 24 accountant to look into your father's finances for the  
 25 period of July 2006 to when you filed the petition?

1 I had stolen everything and didn't want to have  
 2 anything to do with me.  
 3 Q. Well, why wouldn't he think that when you won't  
 4 give his river property back?  
 5 MR. DEAN: Objection. It's argumentative.  
 6 Don't answer the question.  
 7 BY MR. ROSE:  
 8 Q. What was it that Judy and Randy Kloos reported to  
 9 you that made you feel that the petition should be  
 10 filed?  
 11 A. Well, I already mentioned that he was obviously  
 12 under dire financial straits.  
 13 Q. Did Klooses report that to you?  
 14 A. Well, I told you already that the police chief had  
 15 visited them and told them that he was investigating  
 16 some bad checks that were written.  
 17 Q. My question to you was: What did Mr. or  
 18 Mrs. Kloos report to you that led you to believe the  
 19 petition was appropriate?  
 20 A. Well, my initial -- as I started to answer, he was  
 21 in dire financial straits.  
 22 Q. Did Klooses report that to you?  
 23 A. Well, they reported that he was bouncing checks.  
 24 That would indicate to me he was in dire financial  
 25 straits.

1 Q. Klooses reported he was bouncing checks?  
 2 A. Yes.  
 3 Q. What else did they report to you?  
 4 A. Oh, incidents of injury by the dog, of --  
 5 Q. What incidents?  
 6 A. The dog -- I don't remember specific incidents,  
 7 but walking the dog, the dog would sometimes pull him  
 8 so hard that he would fall and was injured a number of  
 9 times.  
 10 Q. Okay.  
 11 A. The fact that they would run into him in the yard  
 12 and he wouldn't know who they were, or he wouldn't know  
 13 who they were, or he would confuse them with someone  
 14 else.  
 15 Q. What else?  
 16 A. From the Klooses, that's it.  
 17 Q. Which of the Klooses reported those things to you?  
 18 A. Judy primarily, almost exclusively, yeah.  
 19 Q. What did Randy Kloos report to you?  
 20 A. And I'm trying to think. I don't think I've  
 21 talked to Randy in 2006. I don't think I've talked to  
 22 Randy, so let's just credit this all to Judy.  
 23 Q. What information did you receive from Kathy -- is  
 24 it Shook or Snook --  
 25 A. Shook.

1 Q. -- that led you to believe that a guardianship  
 2 petition was appropriate?  
 3 A. Well, she had told us that he was in arrears with  
 4 his house payments, that there were weeks in which she  
 5 was instructed to only spend \$10 a week on groceries,  
 6 that his dental appliance was broken so he couldn't  
 7 chew his food, and they didn't have the money to get  
 8 that fixed. His glasses were lost or broken. He  
 9 didn't -- they couldn't get those fixed or replaced.  
 10 His dog needed dental care. They couldn't afford to  
 11 get that done.  
 12 Q. What responsibility did Shook have for your  
 13 father's finances?  
 14 A. None.  
 15 Q. What was her source of information?  
 16 A. Just conversations with Bill.  
 17 Q. Did you ever speak with someone from the Osburn  
 18 Police Department yourself about checks being bounced?  
 19 A. You know, I don't know. I know -- I can't recall  
 20 that I've talked specifically about that. I have  
 21 talked to Spike since then, but I -- so I don't know.  
 22 Q. When have you most recently spoke with Spike?  
 23 A. Probably early 2006.  
 24 Q. And what was that conversation?  
 25 A. Basically about my father and --

1 Q. So we spoke of Randy Kloos and Judy Kloos and  
 2 Kathy Shook. What other information -- and Spike --  
 3 what other information did you have from the period of  
 4 '06 July?  
 5 A. We also talked about the employee at the grocery  
 6 store.  
 7 Q. Okay. Did you speak with that employee?  
 8 A. No. He spoke to my brother. He's a friend of my  
 9 brother.  
 10 Q. Okay. Any other evidence that you based your  
 11 petition on?  
 12 A. Not off the top of my head that I recall.  
 13 Q. In the petition you said that the ward is being  
 14 taken advantage of financially by his daughter Maureen,  
 15 and has been exploited financially by his daughter  
 16 Maureen over a period of years.  
 17 How has Mr. McKee been exploited by his daughter  
 18 Maureen or taken advantage of financially?  
 19 A. Well, they ultimately -- we're going to let our  
 20 accountant present that.  
 21 Q. What evidence did you have at the time that you  
 22 filed this petition that Bill, your father, had been  
 23 taken advantage of financially by his daughter or  
 24 exploited financially?  
 25 A. In the copies of records that we had, we saw

1 substantial transfers of funds to her.  
 2 Q. During what period of time?  
 3 A. Well, in the records we're talking about from '99  
 4 through primarily 2005, early 2005.  
 5 Q. Well, Bill transferred substantial assets to you,  
 6 didn't he?  
 7 A. Not -- well, he did in 2000. In the year 2000 he  
 8 transferred his half of the North Fork property.  
 9 Q. And you didn't pay for it?  
 10 A. That's right.  
 11 Q. And you won't give it back?  
 12 MR. DEAN: Objection. This is  
 13 argumentative. Stop it, Counsel, or we will terminate  
 14 the deposition.  
 15 BY MR. ROSE:  
 16 Q. You didn't pay for it; that was correct?  
 17 MR. DEAN: That's been asked and answered.  
 18 Don't answer it.  
 19 BY MR. ROSE:  
 20 Q. What's the difference between your father giving  
 21 you the North Fork property and giving your sister  
 22 something?  
 23 A. Well, the big difference was in 2001 he was still  
 24 very financially sound and had a substantial estate.  
 25 This is not about punishing my sister. This is about

1 taking care of my father.  
 2 Q. And what's the difference in his financial  
 3 position now -- well, strike that.  
 4 What was his substantial estate after he gave you  
 5 that river property?  
 6 A. Well, I believe he still had some money in the  
 7 stock market. He still -- he had the proceeds of the  
 8 sale of Moyie. He still owned the lease at Priest  
 9 Lake. He had his house in Osburn. He had a car. And  
 10 he had his Social Security and his pension.  
 11 Q. Your petition continues: 'A current' emergency  
 12 exists as his daughter is now seeking to coerce her  
 13 father into signing over his remaining assets to her.  
 14 What evidence did you have of that at the time you  
 15 filed this petition?  
 16 A. We talked to the people at the Idaho Department of  
 17 Land and discovered that they were attempting to  
 18 transfer the property to her name.  
 19 Q. Okay. Any else?  
 20 A. What was the question?  
 21 Q. Your statement in the petition was his daughter is  
 22 now seeking to coerce her father into signing over his  
 23 remaining assets to her. What evidence do you have to  
 24 support that?  
 25 A. And I answered it.

1 Q. Well, your answer was that you -- the Department  
 2 of Lands had submitted an application to transfer what  
 3 property?  
 4 A. The Priest Lake leased property.  
 5 Q. The Priest Lake leased property. What evidence do  
 6 you have to believe that Bill was coerced into that?  
 7 A. Well, I don't believe he would do it if he had --  
 8 if he were thinking clearly. And I don't -- so there.  
 9 Q. Okay. What evidence do you have to believe that  
 10 he was coerced into it?  
 11 A. Just the fact that it's non -- it doesn't make any  
 12 sense. If it's his last asset and he doesn't have  
 13 enough to live on, why would he transfer it away? Who  
 14 is going to pay for his support?  
 15 Q. And then you continue on: And has -- referring to  
 16 Bill -- has suffered considerable hardship as Maureen  
 17 has continued to exploit her father.  
 18 What evidence do you have that Maureen has  
 19 exploited your father?  
 20 A. Well, it's all financial -- or not all financial.  
 21 It's primarily financial.  
 22 Q. What is there other than financial?  
 23 A. I believe we'll have testimony from some of the  
 24 witnesses that we've already mentioned.  
 25 Q. And what witnesses?

1 A. The housekeeper and the neighbors.  
 2 Q. What do you expect their testimony will be that he  
 3 was exploited?  
 4 A. Well, I think they saw the fact that he was in  
 5 dire financial straits and she was living pretty well.  
 6 Q. What did they tell you to believe that she was  
 7 living pretty well, "she" being your sister?  
 8 A. Well, that's my own observation. She's --  
 9 Q. My question was: What evidence do you have to  
 10 believe that your father was exploited by Maureen?  
 11 A. Well, we have financial records.  
 12 Q. And what are those, the financial records we spoke  
 13 of before?  
 14 A. Yeah.  
 15 Q. Predating July 2006?  
 16 A. Many of them are, yes.  
 17 Q. Do you have some after July 2006?  
 18 A. Not that I recall, no.  
 19 Q. Was the housekeeper sending you records of Bill's?  
 20 A. Nope.  
 21 Q. So do you have any records after 2006?  
 22 A. I think I already answered that I do not. I don't  
 23 believe I do.  
 24 Q. Okay. Paragraph 4 of your petition indicates that  
 25 Petitioner, an adult son, is the best qualified person

1 who is capable of functioning as a guardian for Bill.  
 2 McKee at this time.  
 3 Why do you believe that you're best qualified?  
 4 A. I'm financially stable. That would be the primary  
 5 qualification.  
 6 Q. And your financial stabilities in part come from  
 7 your father giving you that river property --  
 8 MR. DEAN: Objection.  
 9 BY MR. ROSE:  
 10 Q. -- is that correct?  
 11 A. No. I'm financially stable without that.  
 12 Q. And despite your financial stability, you won't  
 13 give your father's river property back to him?  
 14 MR. DEAN: Objection. Argumentative. Don't  
 15 answer the question.  
 16 BY MR. ROSE:  
 17 Q. Let's talk about your financial stability. You  
 18 own some real property in Louisiana?  
 19 A. Is that a question?  
 20 Q. Yes.  
 21 A. Yes.  
 22 Q. How much?  
 23 A. Well, we own 9 acres, or 8 and 7/8ths acres around  
 24 our house, probably another couple acres at Grand Isle,  
 25 Louisiana, an acre -- half acre in Thibodaux that's in

1 our name.  
 2 Q. Do you own any other real property?  
 3 A. Yes. I own property on the North Fork of the  
 4 Coeur d'Alene River.  
 5 Q. And in Sandpoint still?  
 6 A. And in Sandpoint.  
 7 Q. Now, are you involved in any businesses down there  
 8 in Louisiana?  
 9 A. Yes.  
 10 Q. And what businesses are you involved in?  
 11 A. Sugar cane, cattle, rental.  
 12 Q. What's the names of those businesses?  
 13 A. Well, some of them in our name personally, and  
 14 Laurel Valley Plantation, Incorporated.  
 15 Q. And that's in whose name personally?  
 16 A. I said some of it is in our name personally, some  
 17 of it is in the name of Laurel Valley Plantation,  
 18 Incorporated.  
 19 Q. What business is in your name personally?  
 20 A. A cattle business. A lot of the cattle are ours  
 21 personally.  
 22 Q. What was the name of that company, Laurel  
 23 Valley --  
 24 A. L-a-u-r-e-l, Valley Plantation, Incorporated.  
 25 Q. Okay. And does Laurel Valley Plantation own some

1 property?  
 2 A. Yes.  
 3 Q. And how much property do they own?  
 4 A. About 5,600 acres.  
 5 Q. And who owns Laurel Valley Plantation?  
 6 A. My wife and I.  
 7 Q. Sole owners?  
 8 A. Our children own a little bit.  
 9 Q. But you figure your net worth is --  
 10 MR. DEAN: I object to this. It's not  
 11 relevant and not calculated to lead to the discovery of  
 12 admissible evidence. Instruct him not to answer.  
 13 BY MR. ROSE:  
 14 Q. How much do you believe the Laurel Valley  
 15 Plantation to be worth?  
 16 MR. DEAN: Same objection. Same  
 17 instruction.  
 18 BY MR. ROSE:  
 19 Q. Do you have any other plantations?  
 20 A. Well, not -- the acreage I mentioned includes two  
 21 separate pieces of property owned by that corporation.  
 22 Q. And that makes up the total acreage of how much?  
 23 A. 5,600 and change.  
 24 Q. Your father is an educated man, isn't he?  
 25 A. Yes.

1 Q. And what do you know, or what do you believe his  
 2 education to be?  
 3 A. Well, he has a bachelor's degree in logging  
 4 engineering from the University of Idaho, it's my  
 5 understanding.  
 6 Q. And he is an engineer?  
 7 A. Yes.  
 8 Q. Worked as an engineer?  
 9 A. Yes.  
 10 Q. Paragraph 6 of your petition says that Bill McKee  
 11 is unable to manage his property and affairs  
 12 effectively because of compromised judgment and  
 13 reasoning skills.  
 14 What evidence did you have at the time you filed  
 15 this petition to make you believe he had compromised  
 16 judgment and reasoning skills?  
 17 A. Well, once again, they'd be reflected in the  
 18 financial records. Bills were not being paid. Bills  
 19 were not being filed. General lack of organization.  
 20 Q. Anything else?  
 21 A. Well, those are the primary concerns.  
 22 Q. What are lesser concerns?  
 23 A. Well, we're concerned for his safety around the  
 24 house. We have evidence that he sometimes leaves the  
 25 burner on on the stove and has melted the handles on

1 the teapots. He's fallen several times that we know  
 2 of. We're concerned about that.  
 3 Q. Who's informed you of these stove problems?  
 4 A. I saw them for myself. I saw the melted teapots.  
 5 Q. And that was when?  
 6 A. Oh, well, last time I was at his house, which  
 7 ~~would have been, I guess, in -- well, I guess it was in~~  
 8 ~~early 2006.~~  
 9 Q. Since then, what evidence do you have to believe  
 10 that, to support that allegation?  
 11 A. Which allegation?  
 12 Q. That he has compromised judgment and reasoning  
 13 skills?  
 14 A. Well, the evidence of his financial situation to  
 15 date is further evidence of that.  
 16 Q. You think his judgment was compromised or his  
 17 reasoning skills were lacking when he gave you the  
 18 river property?  
 19 A. No. I think he was fully functional in the year  
 20 2000.  
 21 Q. Have you spoke with any of the proprietors of  
 22 Loving Care & More?  
 23 A. Yes.  
 24 Q. And what proprietors have you spoke with there?  
 25 A. Maryann Hull, her son Mike, and his sister, and

1 I'm drawing a blank on her name right now.  
 2 Q. Marcie?  
 3 A. Yeah.  
 4 Q. Have they relayed to you any facts about Bill?  
 5 A. Not facts, no.  
 6 Q. Now, have you offered this Kathy Shook anything to  
 7 testify for you?  
 8 A. No.  
 9 Q. Have you offered her increased working hours?  
 10 A. No. She's not working at all for him now.  
 11 Q. Have you offered her money?  
 12 A. Nope.  
 13 Q. Have you loaned her money?  
 14 A. No.  
 15 Q. Do you know if Maryann Hull or Mike Hull or Marcie  
 16 Hull have ever provided care for Bill?  
 17 A. Personally have they; is that your question?  
 18 Q. Yes.  
 19 A. I don't know that they have.  
 20 Q. And you have no facts from them to assist you in  
 21 your petition that you're aware of?  
 22 A. I don't know that. I guess the answer is I don't  
 23 know.  
 24 Q. Okay. And you plan on calling any of the Hulls as  
 25 a witness?

1 BY MR. ROSE:  
 2 Q. When you asked your father to go up to the  
 3 Sandpoint property with you during that time around  
 4 Katrina, did he have a dog then, your dad own a dog at  
 5 that time?  
 6 A. I believe he did.  
 7 Q. What did you do with the dog --  
 8 A. We paid --  
 9 Q. -- when you took Bill to Sandpoint with you?  
 10 A. I'm sorry?  
 11 Q. What did you do with the dog when you took Bill to  
 12 Sandpoint with you?  
 13 A. We paid the neighbors to take care of it.  
 14 Q. Did you give the dog away on any occasions?  
 15 A. No, I did not.  
 16 (Exhibit F was marked.)  
 17 BY MR. ROSE:  
 18 Q. Showing you Exhibit F, do you recognize those  
 19 documents?  
 20 A. Yes.  
 21 Q. And what do you recognize them as?  
 22 A. They're a list of expenses, a total of expenses  
 23 that we've paid on my father's behalf since the year  
 24 2002 up to this date, whatever the date is, April of  
 25 2006.

1 MR. DEAN: Assuming that he knows who's  
 2 going to be called as a witness.  
 3 THE WITNESS: Yeah, I don't know. That's  
 4 not my job.  
 5 BY MR. ROSE:  
 6 Q. Yeah. But it is your job to listen and be coached  
 7 by your lawyer as he just did there, right?  
 8 MR. DEAN: Objection. Argumentative. Don't  
 9 respond to that nonsense. All right?  
 10 BY MR. ROSE:  
 11 Q. You listened to your lawyer's objections, right?  
 12 MR. DEAN: I said don't respond to it. You  
 13 want to ask a question, ask a question, Counsel.  
 14 MR. ROSE: Quit interrupting my questioning.  
 15 MR. DEAN: Ask a question. I objected.  
 16 MR. ROSE: I'm telling you to quit  
 17 interrupting my questioning and quit coaching the  
 18 witness.  
 19 MR. DEAN: I'm not doing that.  
 20 MR. ROSE: Yes, you are.  
 21 MR. DEAN: No, Counsel.  
 22 MR. ROSE: Yes, you are. Just like the  
 23 obstructive attitude you've taken throughout this case.  
 24 MR. DEAN: Duh -- okay.  
 25 ///

1 Q. The second page of that letter, is that a document  
 2 authored by you?  
 3 A. It looks like it is, yes.  
 4 Q. Well, can you tell me is it? Other than just  
 5 looking like it, is that a document authored by you?  
 6 A. If you want me to take a second and read it all  
 7 and make sure it looks familiar. Yes.  
 8 Q. That is a document authored by you?  
 9 A. I said yes.  
 10 Q. Now, the first page of that document, you  
 11 recognize that?  
 12 A. Yes, I do.  
 13 Q. And that's a document authored apparently by  
 14 Michael Branstetter?  
 15 A. Apparently.  
 16 Q. And is Mr. Branstetter another one of your  
 17 attorneys?  
 18 A. Yes.  
 19 Q. And on the top of Mr. Branstetter's letter it  
 20 says: Re: Continuation of offer of settlement  
 21 discussions. What were those discussions?  
 22 A. I'm not sure specifically what your question is.  
 23 What is your specific question?  
 24 Q. Mr. Branstetter's letter in the regarding line  
 25 says, Bill McKee.

**PERSONAL SIGNATURE CARD AND  
IRS CERTIFICATION STATEMENT**

08082005

Account Name/Title  
McKEE, Bill E.

#14

Account Number

Account Type

CHEXSYSTEM

'S1 or before Id

YEAR ISSUED/STATE

MANAGER OVERRIDE APPROVAL

2

SIGNATURE

SOCIAL SECURITY NUMBER

CHEXSYSTEM

YEAR ISSUED/STATE

MANAGER OVERRIDE APPROVAL

3

SIGNATURE

SOCIAL SECURITY NUMBER

CHEXSYSTEM

YEAR ISSUED/STATE

MANAGER OVERRIDE APPROVAL

Classic Interest	Classic Rewards	FirstChoice™ Gold	MyAccess	FirstChoice™ Interest	FirstChoice™ Minimum Balance	Versatel®	ATM Card	Check Card	Market Rate Savings	Money Market Savings	3 - 12 Month CD	1 - 10 Year CD	Jumbo CD	Opt Up CD	Risk Free CD
		X						X	X						

—Fold 3—

**Type of Ownership**

- ☒ Single Name
- ☐ Joint Account with Right of Survivorship
- ☐ Joint Account without Right of Survivorship
- ☐ Agency Account
- ☐ Payable On Death—Revocable
- ☐ Single Name, Single Beneficiary
- ☐ Single Name, Multiple Beneficiaries
- ☐ Joint Tenants, Right of Survivorship, Single Beneficiary
- ☐ Joint Tenants, Right of Survivorship, Multiple Beneficiaries
- Beneficiary Name(s)

As evidenced by the signature(s) above:

I ("I" hereafter meaning "we" if more than one signer above) request that you open the type of deposit account(s) with the form of ownership designated on this agreement as of date shown. I acknowledge that if I request that a change be made to an account identified on this agreement such as removing a signer from the account, or adding a new signer to the account, that request may result in a change to the form of ownership originally designated on the agreement. I agree that I will authorize any changes of this nature by completing a Change Authorization form. I also acknowledge receiving a copy of the Deposit Agreement and Disclosures, Personal Schedule of Fees and agree to the terms.

**Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because:
  - I am exempt from backup withholding, or
  - I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
  - the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See IRS Instructions for Form W-9.)

- ☐ **Nonresident Alien Status (if applicable).** If all beneficial owners are considered Nonresident Aliens under United States tax law, check here and complete and sign the applicable Form(s) W-8.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

—Fold 2—

- ☐ Uniform Transfer to Minor—Irrevocable

MINOR NAME (Primary Account Holder)

CUSTODIAN NAME AND RELATIONSHIP TO MINOR

SUCCESSOR CUSTODIAN SIGNATURE AND RELATIONSHIP TO MINOR

SUBSCRIBING WITNESS SIGNATURE OF SUCCESSOR CUSTODIAN

- ☐ **Agency**
- ☐ Notarized Agency Letter of Appointment or Agency Agreement ☐ R
- ☐ **Estate**
- ☐ Certified copy of the court order appointing the representative for the estate "Personal Representative." ☐ R
- Photocopy document and note on the photocopy, "Certified copy viewed by (name of staff member) and date viewed."

—Fold 1—

- ☐ **Guardianship**
- ☐ Letters of Guardianship ☐ R
- ☐ Affidavit of Guardian ☐ R WA Only
- ☐ Postage-paid envelope pre-addressed to Clerk of Court ☐ R WA Only
- ☐ **Trust**
- ☐ Affidavit of Trustee(s) (Bank form 93-14-5282B) ☐ R
- ☐ **Other**

OPENED BY  
M. Mant  
COMMENTS

SOURCE OF FUNDS  
existing 004

395

SERVICING R/C  
97600

MANAGING R/C  
97600

Bank of America



# Safe Deposit Box Rental Agreement

BANK OF AMERICA, N.A. "The Bank"

No. 609 Annual Rental (Initial Term) 60.00Name of Renter Bill E McKee Social Security Number [REDACTED] Birth Date [REDACTED]

Name of Renter Social Security Number Birth Date

Name of Renter Social Security Number Birth Date

Billing/Notice - Name/Address I.D. No. (For Primary Renter) I.D. No. (For Co-Renter)

Billing/Notice Address Home Phone Business Phone

City, State, Zip Business/Occupation of Primary Renter

Maiden Name Birthplace Relationship of Co-Renter to Primary

## Designation of Renters

- ☒ Personal ☐ Business
- ☒ Sole Renter ☐ Co-Renters
- ☐ Sole Proprietor ☐ Partnership
- ☐ Not For Profit Organization ☐ Corporation
- ☐ Last Named Person Is Additional Signatory (For Power of Attorney Only)
- ☐ Other

subject to the Safe Deposit Box Rules and Regulations furnished on separate copy and incorporated by reference into this Safe Deposit Box Agreement, Bank of America, N.A. hereby rents the above indicated Safe Deposit Box ("Box") to the Renter(s) for an initial term of one year commencing as of the date hereof, and thereafter from year to year until this Rental Agreement is terminated as provided. The amount of rental shall be as indicated above unless the Bank notifies Renter in writing prior to any rental anniversary date that the annual rental for the next year shall be different. The Renter(s) by signing this Rental Agreement, accept(s) this Rental Agreement pursuant to the terms hereof and hereby acknowledges receipt of two keys to such Box and a copy of the Safe Deposit Box Rules and Regulations for said Box.

## Payment Authorization

Check if you want annual rents automatically charged against your account as indicated below:

You are hereby authorized to charge my ☒ checking ☐ savings account number 70935853 for safe deposit rental payments in accordance with the above schedule. This authority is to remain in effect until revoked by me in writing, and it is agreed that until you actually receive such notice of revocation you shall be fully protected in making any such charge.

Please bill me for the annual box rentals. (A billing fee may be charged for the billing service.)

## Discount & Key Deposit

Advantage (Gold/Prima) ☐ Money Manager (MRA) Key Deposit \$ —

Associate ☐ Premier Bank (Preferred /Small Business)

Private Bank ☒ Classic Rewards

Individual Box Renter Signature

Name of Non-Individual Box Renter (Business Name) By: Signature of Non-Individual Box Representative Title of Non-Individual Box Representative

## Box Surrender

Safe deposit box number 609 Box drilled as both keys were lost in the vault of Bank of America located at Silver Valley

center in Osborn ID (city/state), with 0 keys is hereby surrendered. All property stored in the box has been removed and received by the undersigned and all liability of the Bank is hereby released.

Key Deposit Refunded ☐ Yes ☒ No Bill E McKee 11-9-05  
Signature Date

Associate Name Marlene Martin Date Box Opened: 2-14-03 Number of Pages: 111

se Safe Deposit Box Rental Agreement Rules and Regulations govern your rights and liabilities and those of Bank of America, N.A. and are a part of Safe Deposit Box Rental Agreement.

**DEFINITIONS:** The words "you", "your", or "Renter" refer to each Renter or Co-Renter identified on the Safe Deposit Box Rental Agreement ("Rental Agreement") which incorporates these Safe Deposit Box Rental Agreement Rules and Regulations ("Rules"). The "Bank" refers to Bank of America, N.A.

**RENTAL TERMS:** You agree to pay all the various fees applicable to Safe Deposit Boxes as set forth in our Schedule of fees, as modified from time to time, which Schedule of Fees is incorporated by reference in the Rental Agreement. Safe Deposit Box rental is for a term of one year from the date you rent the Box. If you keep the keys beyond the renewal you shall be considered to have renewed the Box for another term at the rates in effect on the anniversary date. Your rentals are payable yearly in advance. The Bank may change the amount of the yearly rental on any anniversary date by giving you advance notice of the change on your renewal notice. In addition, if you do not pay your rental by the due date, a late fee will be added to the amount you owe. If any partial payments for rentals are received, the Bank may apply such payments in any order it deems appropriate to any amount due for any previous year's Rental Agreement, to any amount due for the current year's Rental Agreement, to any previous year's late fee, and to any current year's late fee. If all rentals and late fees are not fully paid, or if the Box is not surrendered and all keys returned at the termination or expiration of the Rental Agreement or any renewal thereof, the Bank may bar you and any agent from entering the Box. All Renters will be held jointly and severally liable for any charges due in connection with the Box including, but not limited to, annual rental fees, drilling charges, and notary fees. The Bank may, without prior notice to you or any Renter, use funds in any deposit account you or any Renter may have with the Bank (including joint accounts you have, whether or not the co-owner of the account is also a Renter) to pay any amounts due in connection with your Box. The Bank reserves the right to charge a fee each time you enter Box if you enter if frequently.

**KEYS:** Renter acknowledges receipt of two keys and agrees to return the keys upon the expiration or earlier termination of the Rental Agreement. The Bank may charge a key deposit for the keys and if the Box is surrendered or this Rental Agreement is otherwise terminated, and the keys are not returned, the Bank has the right to retain the deposit. The Bank will not retain keys that open any leased Box. If a key is lost, the Bank must be notified at once and the remaining key brought to the Bank's office at a scheduled time during normal banking hours to permit the lock to be changed in the presence of Renter. In such case, the key deposit is forfeited, and any additional costs incurred from the changing of the lock shall be the responsibility of Renter. If both keys are lost and the Box must be drilled open by a locksmith, the expenses incurred shall be paid by the Renter. Renter must pay in advance an estimated amount for the service of changing the lock. Two new keys will be issued for the Box as changed upon payment of the applicable key deposit.

**OURS OF ACCESS:** The Bank will set the hours for accessing your Box and shall have the right to change the same from time to time without notice. Access to the Box will be during normal business hours only and will not be available on Sundays and legal holidays. The Bank may deny access at any time in the event of fire, riot or other emergency, or for any other reason when it deems closing prudent or proper.

**CO-RENTERS:** It is specifically agreed that access to a Box rented in the names of two or more persons, whether or not husband and wife, shall be under the control of each of them individually or their duly authorized and qualified legal representative(s), in the case of death, insolvency or other legal disability (regardless of whether the other Renter, or any of them, be living or competent), as fully as though the Box stood in his or her name alone; and each may have access to the Box and the right to surrender the Box and the surviving Renter or the legal representative of a deceased Renter may enter the Box, remove all the contents thereof, release the Bank on behalf of all Renters, and terminate the Rental Agreement. The Bank shall not be liable in case property placed in the Box shall be misappropriated by one or more of those having access, regardless of the method or manner by which the person achieved access. Each Renter shall be bound by the terms and provisions of the Rental Agreement and these Rules and the duties, obligations and liabilities of each Renter shall be joint and several.

**APPOINTMENT OF AGENT:** An individual Renter may appoint an agent to have access to or surrender the Box. Such appointment must be in writing and in a form satisfactory to the Bank with such witnesses and acknowledgements and supporting documents as the Bank may require. Unless the Bank has received actual notice in writing of the revocation of the agent's authority, whether by death of the appointing Renter or otherwise, and has had a reasonable opportunity to act on it, the Bank shall not be liable for allowing the agent to gain access to the Box or for any actions of the agent relating to the Box. Neither the Bank nor any officer or employee thereof, in a private or official capacity, shall be authorized to act as an agent for any Renter in respect to any matter connected with the Box unless the Renter is an immediate family member.

**HANDLING BOX:** You must remove and replace the Box and not leave the Box unlocked and unattended. The Box must be opened only in rooms provided by the Bank for such purpose. Should an employee of the Bank handle the Box as an accommodation to you, the Bank assumes no liability in connection therewith. The Bank shall not be responsible for any contents left outside the Box.

**TERMINATION OF RENTAL AGREEMENT:** The Bank reserves the right to terminate this Rental Agreement at any time and require Renter to surrender the Box and all keys by providing written notice by mail or otherwise to the Renter, and upon tender or repayment of the unearned rental for the unexpired term of the Rental Agreement.

**TER'S ADDRESS:** Any notice sent to your most recent address as shown in the Bank's Safe Deposit Box records will be proper notification for all purposes and will be effective when mailed, even if returned to the Bank undelivered. You agree to immediately notify the Bank in writing of any change of address. The Bank may, but is not required to, accept verbal notice of a change of address and may change the address if we are notified by the United States Postal Service that you or a Co-Renter have submitted a "change of address" form to the United States Postal Service. If the Box is rented to more than one individual, sending a notice to any of you constitutes notification to all of you.



**LEGAL PROCESS:** If the Bank receives any legal process such as levy of any writ, warrant, process, garnishment, attachment, execution, order, subpoena or other notice which affects or in its opinion may affect the Box or the property therein, or alleged to be contained therein, or the right of access thereto, the Bank, without incurring any liability to any Renter, may suspend the right of access by all Renters and their authorized representatives until the Bank, in its sole discretion, shall be satisfied that such process or notice has been vacated, set aside, or otherwise disposed of, or until the Bank is otherwise directed by a court of competent jurisdiction. The Bank shall not be held liable for the opening of the Box or removal of its contents in obedience to the writ, warrant, subpoena, or order of any court, nor shall the Bank be required to contest the right of any sheriff or other officer authorized to enter the Box or to remove its contents under such writ, subpoena, or order, or the validity thereof. The Bank may, but is not required to, notify the Renter of any such event.

**DISPUTES:** If any dispute, question, or court action arises relating to the right of access to or the contents of the Box, the Bank shall have the right, in its sole discretion, to withhold access to all persons and to defer decision until: (a) it has had a reasonable time to consult counsel; (b) any such matter is withdrawn or disposed of to the satisfaction of the Bank; and/or (c) the Bank is otherwise directed by a court of competent jurisdiction. The Bank shall not be liable for withholding access or permitting access to the Box in such circumstances. The Bank may in its sole discretion file a petition for or in the nature of an interpleader and/or declaratory judgment to determine the rights and liabilities between the claimants and the Bank.

**SURRENDER OF BOX:** The Bank has the right to consider that the Box has not been surrendered until it has been emptied, the keys returned and the Bank has received written notice of the surrender by the Renter.

**FAILURE TO PAY RENT:** The Box rental is payable in advance, and if Renter, at the expiration of any term, shall have failed to remit to the Bank the rental then payable for the succeeding term, or shall have failed to surrender the Box and return the keys to the Box upon termination as provided herein, the Bank may take any action not prohibited by the laws of the State where the Box is located. This may include, but is not limited to, forcibly opening the Box after prior notice to Renter, removing and inventorying the contents of the Box, and disposing of the contents in any manner permitted by law.

Renter will be liable for any costs the Bank incurs in this process including drilling charges, notary fees and storage expenses. The Bank shall not be responsible for damage incurred in forcibly opening the Box, changing the locks and keys, and storing the contents. The Bank shall have a lien on the contents of the Box for all rent and other charges which are due and unpaid and may, as permitted by law, apply coins or currency, foreign or domestic, remaining in the Box at the date of the drilling against rental fees, drilling charges, notary fees or other accrued charges.

**NOTE:** If the Box is located in Georgia or North Carolina, see Section below entitled Statutory Provisions.

**DEATH OR LEGAL DISABILITY:** In the event of Renter's death, insolvency or other legal disability, the Bank may require proof of death and documentation, satisfactory to the Bank in the Bank's sole discretion, to allow Renter's legal representative or other person to access Renter's Box and remove the contents therefrom, as permitted by the laws of the State where the Box is located.

**FIDUCIARY:** If Renter is a fiduciary, documents satisfactory to the Bank must be provided demonstrating the authority of the fiduciary. The right of a fiduciary to appoint an agent shall be determined by the laws of the State where the Box is located, unless otherwise determined in the authorizing instrument.

**PROHIBITED USES:** Renter shall not use the Box, or permit the same to be used, for the storage of any intoxicating liquors, drugs, perishable goods, cremated remains, narcotics, firearms, ammunition, weapons, or any other dangerous instruments or property of an explosive or destructive nature. The Bank shall dispose of any such prohibited items in any manner it deems appropriate if these items are discovered as a result of the Bank forcibly opening the Box under the terms of these Rules and the Rental Agreement and the Bank shall not be liable for so disposing of the items. If the Bank believes the contents present an immediate threat or offense, the Bank may forcibly open the Box, inventory and remove the contents and dispose of any such items in any manner it deems appropriate without liability.

**CLOSING OF SAFE DEPOSIT BOX FACILITY:** The Bank reserves the right to move the Box to a different location or substitute a box of similar size. If the banking center where this Box is located is scheduled to be closed or will no longer offer safe deposit box services, the Bank reserves the right, upon prior written notice to the Renter, to relocate the Box to another branch office of the Bank's choosing or terminate the Rental Agreement and require the Renter to surrender the Box. If the Bank sends notice to Renter but Renter does not remove the contents, the Bank shall not be liable for damage or breakage to the contents of the Box during relocation.

**BANK IS NOT INSURER; STANDARD OF CARE:** The Bank is not an insurer in any manner of the contents of the Box including, but not limited to, loss, damage, destruction or value thereof, nor are the contents insured by any agency of the state or federal government. The Bank is obligated only to exercise ordinary care to prevent damage to or unauthorized access to the Box. The Bank shall not be liable for any delay caused by its failure to open the vault doors or failure of the locks on the Box to operate.

**LIMITATIONS OF LIABILITY:** The maximum total liability of the Bank for any loss by its negligence or breach of the Rental Agreement or Rules shall be limited to an amount not exceeding 500 times the annual rent charged for the Box. In no event shall the Bank be liable for any consequential or special damages, regardless of whether or not the Bank was advised of the possibility or existence of such damages. The Bank shall in no event be liable for the loss of money, jewelry, bullion, or other articles, the tracing or identification of which would be more difficult than that of bonds or stock certificates. Evidence tending to prove that any items were left in the Box upon the last previous entry by Renter or any authorized representative and that same or any part thereof were found missing from the Box upon subsequent entry shall not be sufficient to raise a presumption that the same were lost by negligence or wrongdoing for which the Bank is responsible, or place the burden on the Bank to prove that the alleged loss was not the fault of the Bank.

**COSTS OF COLLECTION:** Renter hereby agrees to reimburse the Bank for all costs of collection of any and all debts arising under the Rental Agreement, including, but not limited to, reasonable attorney's fees including appellate work and costs of defending any claims relating to the Box.

**AMENDMENTS:** The Bank may at any time make changes to these Rules and impose other rules and regulations for the conduct of its business, as it may, in its judgment, deem necessary or desirable. Any such amendments will be effective after notice of the amendments has been posted in the Safe Deposit Box area or a copy of the amended Rules has been either delivered personally or mailed to you.

**GOVERNING LAW; SEVERABILITY:** The Rental Agreement and Rules and all aspects of your relationship with the Bank with respect to the Box and the Rental Agreement shall be subject to and governed by the laws of the State where the Box is located. A determination that any provision of the Rental Agreement, including these Rules, is invalid or unenforceable shall not affect the remaining terms thereof.

**TERMS:** The term Renter is used for convenience here and any pronouns used in connection therewith shall be construed to include the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and the singular includes the plural and vice versa. As used in these Rules, the term State shall include the District of Columbia.

**STATUTORY PROVISIONS:** For Boxes located in Georgia or North Carolina.

If the Box is located in Georgia, we are required to set forth the following statute:

Abandonment of Contents of Safe Deposit Box: The following provisions of Georgia law shall apply to the rental of a Box at Bank of America, N.A.: O.C.G.A. §44-12-209. Rent due on safe-deposit boxes; notice of opening of box and sealing of contents when contents deemed abandoned; delivery to commissioner.

(a) If the rental due on a safe-deposit box has not been paid for one year, the lessor shall send a notice by registered mail or statutory overnight delivery to the last known address of the lessee stating that the safe-deposit box will be opened and its contents stored at the expense of the lessee unless payment of the rental is made within 30 days. If the rental is not paid within 30 days from the mailing of the notice, the holder shall provide written notification to the commissioner of the drilling date not less than 30 days prior to this time. The commissioner may designate a representative to be present during the opening of the safe-deposit box. The safe-deposit box shall be opened in the presence of an officer of the lessor. The contents shall be sealed in a package by the officer who shall write on the outside the name of the lessee and the date of the opening. The officer shall execute a certificate reciting the name of the lessee, the date of the opening of the safe-deposit box, and a list of its contents. The certificate shall be included in the package and a copy of the certificate shall be sent by registered mail or statutory overnight delivery to the last known address of the lessee. The package shall then be placed in the general vaults of the lessor at a rental not exceeding the rental previously charged for the safe-deposit box.

(b) If the contents of the safe-deposit box have not been claimed within two years of the mailing of the certificate, the lessor may send a further notice to the last known address of the lessee stating that, unless the accumulated charges for rental but are paid within 30 days, the contents of the safe-deposit box will be delivered to the commissioner as abandoned property under the provisions of Code Section 44-12-214.

(c) The lessor shall submit to the commissioner a verified inventory of all the contents of the safe-deposit box upon delivery of the contents of the safe-deposit box or such part thereof as shall be required by the commissioner under Code Section 44-12-214, but the lessor shall not deduct from any cash of the lessee in the safe-deposit box an amount equal to accumulated charges for rental but shall submit to the commissioner a verified statement of such charges and deductions. If there is not cash, or insufficient cash to pay accumulated charges, in the safe-deposit box, the commissioner shall remit to the lessor the charges or balance due, up to the value of the property in the safe-deposit box delivered to him, less any costs or expenses of sale; but, if the charges or balance due exceeds the value of such property, the commissioner shall remit only the value of the property, less costs or expenses of sale. Any accumulated charges for safe-deposit box rental paid by the commissioner to the lessor shall be deducted from the value of the property of the lessee delivered to the commissioner.

(d) On and after January 1, 1991, a copy of this Code section shall be printed on every contract for rental of a safe-deposit box.

**Notice:** Notwithstanding the foregoing, the Bank may forcibly open the Box and remove the contents if the annual rental remains unpaid for 60 days or more after the rental is due.

If the Box is located in North Carolina we are required to advise you of the following:

If the amount due for the rental of the Box has not been paid for 90 days, the Bank may utilize the provisions of Section 53-43.7 of the North Carolina General Statutes which permit it to mail a notice to the last known address of the Renter stating that if the rental due is not paid within 30 days, the safe-deposit box will be forcibly opened and its contents removed and stored at the expense of the Renter. If the rental due is not paid within 30 days from the mailing of the notice, the box may be forcibly opened in the presence of a Bank officer and a notary public and the contents removed and inventoried. The contents shall be sealed in a package by the notary public and placed in the Bank's general vaults and rent shall continue to accrue. The notary public shall execute a certificate reciting the name of the Renter, the date of the opening of the Box and a list of its contents. The certificate shall be included in the package and a copy mailed to the last known address of the Renter. If the contents of the Box have not been claimed within two years of the mailing of the certificate, the Bank may send a notice to the last known address of the Renter stating that if the accumulated charges are not paid within 30 days, the contents will be delivered to the State Treasurer of North Carolina as abandoned property under the provisions of Chapter 116B of the North Carolina General Statutes. If the accumulated charges are not paid within 30 days, the Bank shall deliver the contents to the State Treasurer as abandoned property in accordance with the instructions of the State Treasurer.

**YOU ALONE KNOW WHAT IS IN YOUR BANK OF AMERICA SAFE DEPOSIT BOX. FOR YOUR COMPLETE PROTECTION, WE SUGGEST YOU PRIVATELY INSURE THE CONTENTS.**

**Bank Information**

Date 2-14-03 Banking Center Name Silver Valley  
Associate's Phone Number 208-752-1103 Associate's Name Marlene Martin

**Bank of America**  
 Guard #4  
 Record of Entry Into  
 Safe Deposit Box



Box Number 609  
 Account Title Bill E. McKee  
 Account Title Silver Valley  
 BC Name 97600 State ID  
 BC Number

Special Instructions \_\_\_\_\_

Authorized  
 Signers

*Bill E. McKee*

Date	Time	Signature	Identification	Assoc. Initial
11-9-05		<i>Bill E. McKee</i>		
9:55 am		<i>Michael Walker</i>		
00* drilled		<i>Mc</i>	Discold id 108459 exp 12/05	<i>Walker</i>

00-14-9046B 12-2003

Section	Box Number	Account Name
1	609	Bill E. McKee

Account Title Bill McKee

Box Number 609

Date	Time	Signature	Bank Associate
8/13/04	2:05	[Signature]	Pete M. Mad
" "	" "	[Signature]	Melanie Huntley
8-19-04	3:45	[Signature]	Alderson
8-17-04	3:45	[Signature]	D'Elia
8-17-04	3:45	[Signature]	Bell
8-19-04	2:45	[Signature]	Marlene
8-19-04	2:45	[Signature]	Dianne Weston
8-19-04	2:45	[Signature]	Diane West
8-19-04	2:45	[Signature]	Diana West
8-19-04	2:45	[Signature]	M. West

Bank of America



Account Title Bill E. McKee

Guard #4

Record of Entry Into Safe Deposit Box

Box Number 609

Special Instructions

Renters/  
Authorized  
Persons

Bill E. McKee

Date	Time	Signature	Bank Associate
2/14/03	4:15	<u>Bill E. McKee</u>	<u>M. Mc...</u>
2/20/03	2:10	<u>Bill E. McKee</u>	<u>R. Johnson</u>
2/4/03	2:45	<u>Bill E. McKee</u>	<u>R. Johnson</u>
2/17/04	4:05	<u>Bill E. McKee</u>	<u>R. Johnson</u>
5-5-04	3:50	<u>Bill E. McKee</u>	<u>R. Johnson</u>
Section <u>1</u>	Box Number <u>609</u>	Account Name <u>McKee, Bill E.</u>	

00-14-9046B 5-2001

1           **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**  
2           **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

3  
4  
5           **IN THE MATTER OF THE ESTATE**  
6           **OF NATALIE PARKS McKEE**

7                               Deceased.

CASE NO. CV 2006-40

AFFIDAVIT OF DIRK J. ERICKSON

8  
9           I, Dirk J. Erickson, an officer in the United States Marine Corp training as a Naval  
10          Aviator, being first duly sworn on oath, deposes and says:

11          1.       That I am now and, at all times material hereto, a citizen of the United States,  
12          resident of the State of Washington, stationed in Corpus Christi, Texas, over the age of 18  
13          years, and am competent to be a witness herein, and all the facts of my affidavit are made  
14          with personal knowledge.

15          2.       At a family gathering in 1994 just prior to my Grandma passing away, my  
16          Grandparents expressed their wishes of leaving their entire estate to my mother, Maureen  
17          Erickson. After a long debate, my uncle Jerry agreed that my mother deserved to have all  
18          property left to her given her longstanding care of Grandma and promises to move to the  
19          area and care for Grandpa, her circumstances as a single mother, and both his and Craig's  
20          relative wealth. Craig also agreed to this, and they both decided they didn't want to go  
21          against my Grandparent's wishes.

22          3.       Shortly after Grandpa almost died during his knee replacement surgery, Jerry  
23          became concerned that Grandpa could die at any time, and decided that he would make a  
24          will up for him to sign. Grandpa called my mom the night before this was to take place  
25          to ask her to come up first thing in the morning to intervene. My mother, older brother  
26          Garth, and I drove up first thing the morning of August 17, 2004. I then accompanied my  
27          mother and Grandfather to Bank of America in Osburn, Idaho to look in my

28          Grandfather's safety deposit box. Upon entering the safety deposit box, I located an  
        envelope that contained a couple of papers. Upon examining the papers, I learned that

1 they were handwritten wills by my grandmother and grandfather. They were both written  
2 on the same type of paper and dated the same day. I handed my Grandmother's will to  
3 my mother. I read my Grandfather's will, and then put it back in the envelope. After  
4 reading my Grandmother's will at a later date, I learned that both wills contained the  
5 same information as to their wishes to leave all their property to my mother, Maureen  
6 Erickson, and our family. While looking through the safety deposit box, I also saw  
7 several silver certificates, cash, and various family legal documents (birth certificates,  
8 insurance papers, etc.). After returning to Grandpa's house, a female attorney, Nancy  
9 McGee, came over, and with Jerry and Mina and was trying to get Grandpa to sign a will,  
10 leaving everything to my mother except the river property on the North Fork of the Coeur  
11 d'Alene. My Grandpa refused to sign the new will.

11 4. Leaving all their property to my mother and our family was in keeping with the  
12 verbal promises that I heard my Grandparents make many times in the year or so leading  
13 up to my Grandmother's death. Not only were these promises verbalized and discussed  
14 openly on a very regular basis, but also my Mother made it a point to bring it up when  
15 Jerry was in town with his wife, resulting in a family discussion, and all-around  
16 agreement that it was only fair for my mother to get the entire estate. This was  
17 reluctantly agreed to by Jerry McKee because he resented giving up any inheritance, but  
18 promised to honor my Grandparent's wishes.

18 5. Jerry talked my Grandpa into selling the Moyie Lake property, against my mother's  
19 best interest and wishes. It was sold for considerably less than it was worth. None of the  
20 proceeds of this sale have been seen by my mother, of which she should have received at  
21 least half.

21 6. After it was discovered that Jerry had coerced Grandpa into signing over all of the  
22 river property to him, Jerry agreed to give back half of the river property, and allow my mom  
23 to cut down trees on half of the property. Jerry told her she could not cut down trees on his  
24 half, and was involved in the agreement with the loggers to make sure none of the trees on  
25 his half were touched. He said if my mom wanted to devalue her land, fine, but they better  
26 not cut down any trees that would devalue his land.

27 7. Since the time of my Grandmother's death, Jerry, for whatever reason, went back  
28 on his word as he thought he was entitled to the property that had been promised to my

1 Mother and wouldn't give in easily. In recent years he told me this was because he  
2 thought that he had "worked so hard to earn everything that I have, and Maureen hasn't  
3 worked a day since she married your father."

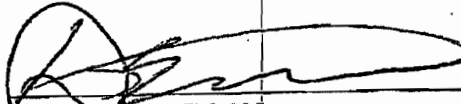
4  
5 \_\_\_\_\_  
6 DIRK J. ERICKSON  
7 2<sup>nd</sup> Lt, USMC

8 GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2009.  
9

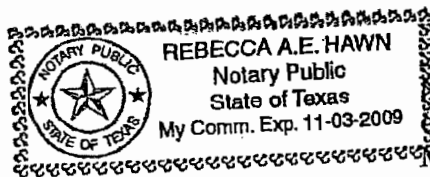
10  
11 \_\_\_\_\_  
12 NOTARY PUBLIC in and for the State  
13 of \_\_\_\_\_, residing in \_\_\_\_\_  
14 MY COMMISSION EXPIRES: \_\_\_\_\_  
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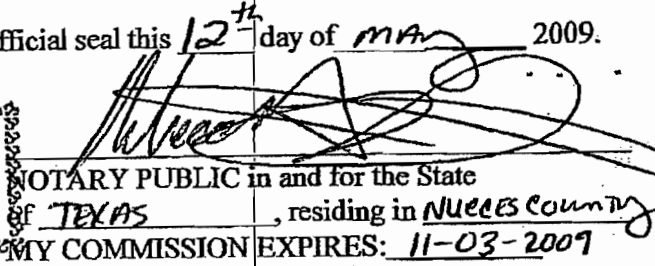


1 Mother and wouldn't give in easily. In recent years he told me this was because he  
2 thought that he had "worked so hard to earn everything that I have, and Maureen hasn't  
3 worked a day since she married your father."

4   
5 DIRK J. ERICKSON  
6 2<sup>nd</sup> Lt, USMC

7  
8 GIVEN under my hand and official seal this 12<sup>th</sup> day of MAY 2009.



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NOTARY PUBLIC in and for the State  
OF TEXAS, residing in NUECES COUNTY  
MY COMMISSION EXPIRES: 11-03-2009

#16

1  
2 **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**  
3 **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

4 **IN THE MATTER OF THE ESTATE**  
5 **OF NATALIE PARKS McKEE**

6 **Deceased.**

**CASE NO. CV 2006-40**

**AFFIDAVIT OF VAN SMITH**

7  
8  
9  
10 I, Van Smith, being first duly sworn on oath, deposes and says:

11 1. That I am now and, at all times material hereto, a citizen of the United States, resident  
12 of the State of Idaho, over the age of 18 years, and am competent to be a witness herein, and  
13 all the facts of my affidavit are made with personal knowledge.

14 2. I was employed with J.D. Lumber, Inc. in 2002 when I was contacted by Bill  
15 McKee and Maureen Erickson, who stated that they wanted to selectively log their half of  
16 the 34.18 acres located on the North Fork of the Coeur d'Alene River.

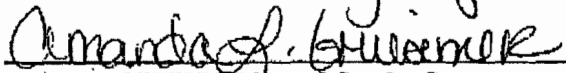
17 3. Before entering into any contract with Mr. McKee and Ms. Erickson, I contacted  
18 the Idaho Department of Lands to verify the owner of the property and obtained a cutting  
19 permit. A copy of the permit dated 11/27/02 is attached.  
20

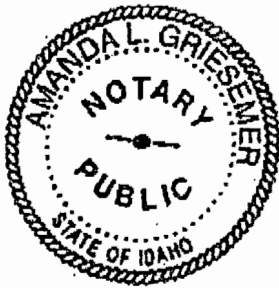
21 4. I spoke on the phone with Jerome McKee about dead and dying timber on his half  
22 to see if he wanted to have it removed. He told me he did not want anything cut on his  
23 half.  
24  
25  
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28

5. At that same time Jerome McKee wanted the 34.18 acres divided in half to make  
sure I didn't cut on his half. As a result I ran the line to divide the 34.18 acres to the S  
50° E.

  
VAN SMITH

GIVEN under my hand and official seal this 27<sup>th</sup> day of July 2009.

  
NOTARY PUBLIC in and for the State  
of Idaho, residing in Priest River  
MY COMMISSION EXPIRES: 03-31-2014



#17

1           **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**  
2           **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

3  
4  
5           **IN THE MATTER OF THE ESTATE**  
6           **OF NATALIE PARKS McKEE**

7                       Deceased.

CASE NO. CV 2006-40

AFFIDAVIT OF RHONDA FAY

8  
9  
10           I, Rhonda Fay, being first duly sworn on oath, deposes and says:

11       1.       That I am now and, at all times material hereto, a citizen of the United States, resident  
12       of the State of California, over the age of 18 years, and am competent to be a witness herein.

13       2.       In 1996 I was visiting the Silver Valley for the first time. Bill McKee said he  
14       would take his daughter Maureen Erickson, his friend Gordon Craig and me to dinner at  
15       the Sprag Pole Inn. On the way he wanted to show me the river property he and Maureen  
16       owned. It was such a beautiful spot, and Maureen told me she wanted to retire there.

17       3.       In 2004, I returned to the area to visit. I thought I would like to buy some property  
18       in the area to retire. Maureen's brother Jerome and his wife Mina were visiting at the  
19       same time.

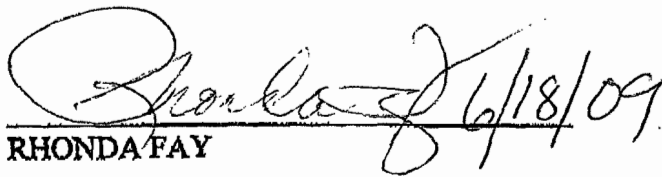
20       4.       One afternoon Jerome, Mina, Maureen and I went to the Snake Pit for lunch.  
21       Jerry and Maureen talked about the property they owned together on the river. I  
22       remember Maureen asking Jerome why she and Bill received none of the rental income  
23       from the property. Jerome told her it was because he used the income to pay the taxes.

24       5.       After lunch, Jerome, Mina, Maureen and I went out to the river property and  
25       walked the property together. Jerome showed me where the property was divided and  
26       told me which half Bill and Maureen owned.

27       6.       There was some discussion about the logging that had taken place on Bill and  
28       Maureen's half of the property. My impression was that Jerome was not happy that the  
29       logging had taken place.

7. I told Maureen that I loved the property and would like to buy enough to build a house. Maureen told me she would give me enough land for me to build a house. Jerome and Mina seemed totally shocked by this, and Jerome told me it was a terrible idea. He said that the area was not safe and there was no way he would let either Maureen or I live there. He went on about the crime rate and the numerous arrests in the area.

8. I felt totally deflated and was fairly certain from their reaction that they did not want me to have any of the property, so any talk of Maureen giving me property or me buying property ceased. The entire contact with Jerome gave me the impression that he was very controlling, and this seemed to be very intimidating to Maureen, and he certainly made it clear that he did not want Bill and Maureen to sell any of their half of the property.

  
RHONDA FAY

GIVEN under my hand and official seal this 18<sup>th</sup> day of JUNE 2009.

SEE ATTACHED FOR NOTARY 

NOTARY PUBLIC in and for the State  
of \_\_\_\_\_, residing in \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State Of California  
County Of Orange

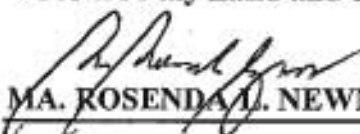
On JUNE 18, 2009 before me, MA. ROSENDA L. NEWMAN , a notary  
public, personally appeared

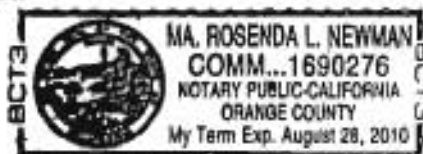
RHONDA FAY

who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that  
he ~~she~~ they executed the same in ~~his~~ their authorized capacity (ies), and that by  
his ~~her~~ their signature(s) on the instrument the person(s) or the entity upon behalf  
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
MA. ROSENDA L. NEWMAN



(Optional)

Title/Type of the document: AFFIDAVIT OF RHONDA FAY

Document Date: JUNE 18, 2009

Number of Pages 3 of 3

Signer(s) other than named above \_\_\_\_\_

Signer's Capacity: \_\_\_\_\_

#18



To: 1-509-922-4720

ATTN: Attorney for Bill McKee

From:  
J.D. Lumber, Inc.  
Timber Department  
Van Smith

Date: 11-9-07

5 Number of Pages  
including this cover page

◆  
If you have any problems or questions regarding this transmission,  
please call  
◆

11-9-07

TO WHOM IT MAY CONCERN.

HERE IS THE CONTRACT WITH BILL MCKEE  
+ MAUREEN FAIRSON,

ALSO INCLUDED IS CUTTING PERMIT FROM  
STATE OF IDAHO IT SHOWS BILL MCKEE AS  
THE LAND OWNER.

ALSO INCLUDED IS LETTER FROM BILL'S SON  
JEROME CONCERNING THE TOTAL 34.18 ACRES.

IT SHOWS I RAN THE LINE TO DIVIDE  
THE 34 ACRES AT SOUTH 50° E.

WHEN WE LOGGED FOR BILL + MAUREEN  
WE HAD CALLED JEROME BECAUSE OF THE  
DEAD + DYING TIMBER ON HIS HALF.

Van J. Smith

FAX 1-509-922-4720

Van Smith



July 20, 2005

J. D. Lumber, Inc.  
P.O. Box 55  
Priest Lake, Idaho 83856

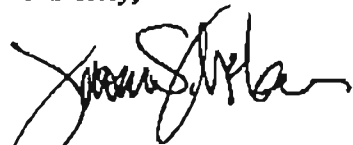
Dear Sirs:

Because of advanced age, my father, Bill McKee, will no longer handle matters concerning my 34.18 acres of property located on the North Fork of the Coeur D'Alene River (lot 2 less 400' x 60' Sect. 17, 49N. 02E. or Shoshone County tax parcel # 49N02E 17 3200). Please address all correspondence regarding this property to me at:

Jerome S. McKee  
P.O. Box 702  
Thibodaux, LA. 70302

You may contact me by phone during business hours at: 985-447-7352. Thank you for your cooperation in this matter.

Sincerely,

  
Jerome S. McKee

# **CERTIFICATE OF COMPLIANCE — FIRE HAZARD MANAGEMENT AGREEMENT** **NOTIFICATION OF FOREST PRACTICE**

53262 F

Agreement is entered into by JD Lumber Co (City) Priest River (State) ID  
 (Post) PO Box 55 (Phone #) 448-2671 hereinafter referred to as CONTRACTOR,  
 and the Department of Lands, hereinafter referred to as STATE, in compliance with Idaho Code Section 38-122. This contract shall only apply to the following land:

Subdivision	Section	Township	Range	County	(No.)
Lot 2	17	49N	2E	Shoshone	40

Land owned by McKee, Bill Address Box 242 Wallace ID 83873  
 Timber owned by Same as landowner Address \_\_\_\_\_  
 Operator Same as contractor Address \_\_\_\_\_  
 Purchaser(s) HX JD Lumber Co

The CONTRACTOR hereby agrees to provide for hazard reduction or management in accordance with the following option: (Check one)

- ☐ The CONTRACTOR attests that he will not cut an amount of timber sufficient to cause a fire hazard.
- ☒ The CONTRACTOR elects to treat the hazard created and to subsequently receive a refund of slash monies withheld.
- ☐ The CONTRACTOR agrees to operate under the terms of a surety bond, currently in force, which provides for management of fire hazards on the lands above described.
- ☐ The CONTRACTOR has entered into a contract with the STATE for management of the fire hazard in accordance with Idaho Code Section 38-404.

This agreement/notification expires 11/30/03 unless granted an extension in writing by the STATE.

THE SLASH WITHHOLDING RATE SHALL BE THE MINIMUM RATE IN FORCE AT THE TIME THE PRODUCTS ARE DELIVERED TO THE PURCHASER UNLESS OTHERWISE INDICATED AS FOLLOWS: \$ \_\_\_\_\_ PER \_\_\_\_\_

## **NOTIFICATION OF FOREST PRACTICE:**

THE OPERATOR NAMED ABOVE HAS COMPLIED WITH PROVISIONS OF IDAHO CODE SECTION 38-1306 BY THE FOLLOWING NOTIFICATION:

- ☒ Harvesting of forest tree species.
- ☐ Road construction associated with harvesting of forest tree species.
- ☐ Reforestation
- ☐ Use of chemicals or fertilizers for the purpose of growing or managing forest tree species.
- ☒ Management of slashings or use of prescribed fire resulting from harvest, management or improvement of forest tree species.

The following information will help the Department of Lands evaluate the potential for water quality and erosion impacts. Map \_\_\_\_\_ Lake \_\_\_\_\_

its specific BMPs None Class I stream No Class II stream No  
 steep slopes No Unstable/Erodible soils No Stream Crossing No

to contractor has read this document and by signature agrees to the terms and conditions this date 11/27/02

WINSTON WIGGINS

Director

(Not valid unless countersigned by warden or authorized agent)

WILLIAM A. COWIN  
Fire Warden

Accepted by: Authorized Agent

Cataldo  
Protective District

310  
No.

Erickson - 235 JD LUMBER, INC.  
 Chantry - 276 P.O. BOX 55  
 PRIEST RIVER, ID 83856  
 (208) 448-2671 FAX (208) 448-2830

12/10/02

## LOG PURCHASE AGREEMENT

SALE NAME Erickson CONTRACT # 7766 DATE 12-03-02  
 STATE COMPLIANCE # 53262-F HAZARD X NON HAZARD EXPIRES 11-30-03

This agreement entered into between JD Lumber, Inc. hereinafter "JD" and

CONTRACTOR: Joan Chantry  
 ADDRESS: \_\_\_\_\_

AMOUNT: gross

ID or SS #:

PHONE:

STUMPAGE OWNER: Mayreen Erickson

ADDRESS: 4702 S. Pender Lane

AMOUNT: \$ 50% stumpage

ID or SS #: 534-50-12-730

PHONE: (509) 443-6127 or cell 475-7705

Spotana 9924

HAWK: Bill McKee

ADDRESS: Box 242

AMOUNT: \$ 50% stumpage

ID or SS #: 519-05-0278

PHONE: 208-753-4415

Wallace Idaho 83873

Special Instructions going to run line at S 50° E due to mining claims.

## IT IS THE SELLERS RESPONSIBILITY TO INCLUDE A CORRESPONDING COMPLIANCE WITH THIS AGREEMENT.

1. Contractor or Stumpage Owner is the Purchaser/Owner of certain timber referenced above by the compliance number.
2. In Accordance with Idaho State Law for all forest products removed from private timberlands, a copy of an Idaho/Montana Slash Compliance Agreement or an approved application of a Washington Forest Practice Permit must be attached to this log purchase agreement to be valid.
3. NO double ended loads; for safety.
4. Contractor or Stumpage Owner hereby sells to JD and JD hereby agrees to purchase from Contractor or Stumpage Owner the following species of logs at the price of and for the dimension as follows:

DFL Prem	6"+ = \$ <del>415</del> /mbf (20'6" or 41')	450	LODGE POLE	8"+ = \$ <del>195</del> /mbf 180
Large	8"+ = \$ <del>400</del> /mbf 430			6"&7" = \$ <del>195</del> /mbf 180
Small	6"&7" = \$ <del>400</del> /mbf		SPRUCE	8"+ = \$ <del>195</del> /mbf 180
HEMF Prem	6"+ = \$ <del>375</del> /mbf (20'6" or 41")	300		6"&7" = \$ <del>195</del> /mbf 180
Large	8"+ = \$ <del>295</del> /mbf 250		PONDEROSA	12"+ = \$ <del>375</del> /mbf 600
Small	6"&7" = \$ <del>295</del> /mbf 250			6"-11" = \$ <del>150</del> /mbf 12-15-500
CED Prem	8"+10" = \$ <del>800</del> /mbf (20'6" or 41")	900	WHITE PINE	8"+ <del>400</del> \$ <del>500</del> /mbf 11-375
Large	8"+10" = \$ <del>800</del> /mbf 900			6"&7" <del>400</del> \$ <del>500</del> /mbf 11-200
Small	6"&7" = \$ <del>700</del> /mbf 650			
OVERSIZE	33"+ Butt = \$ <del>225</del> /mbf		MISSORT (8'6", 10'6", 12'6")	= \$ <del>2</del> /mbf

**BURNED LOGS AND LOGS WITH METAL WILL BE CULLED!**

\*These prices may change due to market fluctuation. The contractor and/or landowner is responsible to call for current prices if they have not delivered logs to JD Lumber, Inc. for two (2) pay periods. (See attached Payroll Calendar.)

\*I/WE HAVE READ AND UNDERSTAND THIS LOG PURCHASE AGREEMENT, THE PAYMENT SCHEDULE, AND THE LOG QUALITY STANDARDS SPECIFIED HEREIN AND AGREE TO THE CONDITIONS HEREIN AND ON THE BACK OF THIS AGREEMENT.

\*NO PAYMENTS WILL BE MADE WITHOUT SIGNATURES, SOCIAL SECURITY OR EIN NUMBERS.

\*PLEASE NOTE: All logs must be accompanied by a load ticket and show your contract # on ticket.

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

LAND OWNER: \_\_\_\_\_ DATE: 12/03/02

JD LUMBER: \_\_\_\_\_ DATE: 12-03-02

#19

1                   **IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE**  
2                   **STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

3                   **IN THE MATTER OF THE ESTATE**  
4                   **OF NATALIE PARKS McKEE**

5                                   Deceased.

CASE NO. CV 2006-40

AFFIDAVIT OF GARTH ERICKSON

8                   I, Garth Erickson, being first duly sworn on oath, deposes and says:

9                   1.       That I am now and, at all times material hereto, a citizen of the United States,  
10                   resident of the State of Washington, over the age of 18 years, and am competent to be a  
11                   witness herein, and all the facts of my affidavit are made with personal knowledge.

12                   2.       I am the grandson of Bill McKee, currently employed as a mortgage broker in  
13                   Seattle, and recently appointed as the guardian of my grandfather's finances by the  
14                   Washington courts.

15                   3.       That during the 1994 Thanksgiving holiday while visiting my grandparents, Bill  
16                   and Natalie McKee, the family, including Jerome and Craig McKee, gathered for a  
17                   meeting where my Grandparents announced that they would be leaving all of their  
18                   property to my Mother, Maureen Erickson. Their reasoning was that my Mother was a  
19                   single Mother raising three boys that she needed to put through college, and that she had  
20                   not only been caring for Grandma, but agreed to move back to the area to care for  
21                   Grandpa. This decision was acknowledged by Jerome McKee as being the right thing to  
22                   do. I do not recall an acknowledgement or an opposition from Craig McKee.

23                   4.       In the early part of 1997, during the second half of my sophomore year in high  
24                   school, my Grandfather told my brothers and me that it was time to move from  
25                   California to Spokane. None of us were excited about moving from our home and  
26                   friends, but felt that it was our responsibility to help care for him and the numerous  
27                   properties that he owned as he was getting older, and all of the property was to be given  
28                   to our mother to help put us through college.

1 5. I distinctly remember on two occasions my uncle, Jerry McKee, acknowledging  
2 to me that all property owned by Bill and Natalie McKee was to go to my Mother,  
3 Maureen Erickson. The first time was at Priest Lake during the summer while I was in  
4 college. Jerry and Grandpa were talking about selling Priest Lake and putting the money  
5 into a place on Pend 'Oreille. After my Mother expressed her displeasure in not being  
6 consulted regarding the Priest Lake property as it was her property to inherit, Jerry  
7 apologized to everyone at dinner stating that he thought this would be a good move for  
8 the whole family to have a place at Pend 'Oreille with no yearly lease payment. He said  
9 that nothing would have been done without my Mom's consent as Priest Lake and all of  
10 Grandpa and Grandma's property was to be hers.

11 6. The second time was on August 17, 2004 during the blow up in Osburn when my  
12 Mom was recovering from back surgery. Grandpa called and said that Jerry was bringing  
13 an attorney over, so we rushed to Osburn before the attorney got there. Jerry and Mina  
14 were acting very strange, and I heard parts of their conversation. Mina kept asking Jerry  
15 why my Mom was here and what was she going to get from the safety deposit box. After  
16 Dirk, Grandpa and Mom returned from the safety deposit box, Dirk and I left to play a  
17 few rounds of golf while the adults remained at the house. When we returned, my  
18 Grandpa and Mom were visibly upset and I heard my Mom call Jerry out in regards to his  
19 promising my Grandmother in 1994 that he would honor her wishes and that all of the  
20 property would be my Mom's, which he acknowledged and agreed was still the case.  
21 The property my Mom was promised was the river property on the North Fork of the  
22 Coeur d'Alene River, the house in Osburn, Idaho, the Priest Lake property, and the  
23 Moyie Lake property in Canada. The will that Jerry and Mina were trying to get my  
24 grandfather to sign gave the river property on the North Fork of the Coeur d'Alene River  
25 to Jerry and Mina.

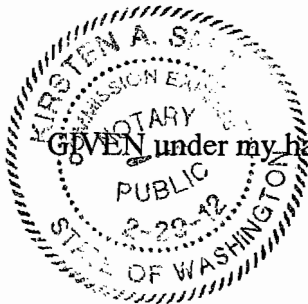
26 7. I had multiple conversations with my Grandfather about all of his and Grandma's  
27 properties, as he wanted our family to move from California in the mid-1990's to help  
28 him take care and manage these places, as they would be ours soon, especially Priest  
Lake and Moyie Lake, which needed upkeep.

1 8. On several occasions we talked to the fact that Jerry and Craig were not pleased  
2 about all of the property being left to my Mother. These conversations usually would  
3 take place after Jerry visited and I brought up the fact that he seemed more distant as an  
4 uncle to my brothers and I and as a brother to my Mom. One time we definitely talked  
5 about this was after their talk to sell Priest Lake for a possible Pend Oreille property,  
6 which led to Jerry's apology and leaving town.

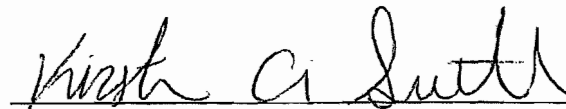
7 9. The mid-1990's is a time when I was growing from a boy to a young man and  
8 considered my Grandpa my Dad at this point in my life. He was the male role model  
9 there for me and he was the one that I had adult conversations with. I was the oldest male  
10 in the family, the "man of our household" in Spokane. Grandpa and I had a very close  
11 relationship and both felt good about confiding in each other.

12 10. I've never seen my Grandfather more regretful than when he admitted he had  
13 hidden my Grandmothers' will from my Mother and caused our family great harm  
14 financially.

  
GARTH ERICKSON



15  
16 GIVEN under my hand and official seal this 11 day of May 2009.

17  
18   
19 NOTARY PUBLIC in and for the State  
20 of WA, residing in Penton  
21 MY COMMISSION EXPIRES: 2/29/12

#20  
5644514

02/22/2008 09:49 AM  
Recording Fee \$46.00 Page 1 of 5  
Judgment LLOYD A HERMAN & ASSOC  
Spokane County Washington



**RETURN NAME & ADDRESS**

Lloyd A. Herman and Assoc.  
213 N. University Rd.  
Spokane Valley, WA 99206

Please Type or Print Neatly & Clearly All Information

**Document Title(s)**

Judgment

**Reference Number(s) of Related Documents**

**Grantor(s) (Last Name, First & Middle Initial)**

Bill E. McKee

**Grantee(s) (Last Name, First & Middle Initial)**

Maureen Entekson

**Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section**

**Assessor's Tax Parcel ID Number:**

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

**FILED**

JAN 28 2008

THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK

## SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

MAUREEN ERICKSON,

No. 07-2-02928-6

Plaintiff,

STIPULATED MOTION FOR AND  
JUDGMENT NUNC PRO TUNC AND  
ORDER OF JUDGMENT

v.

BILL E. MCKEE,

Defendant.

X - X KB  
LF**I. MOTION**

This matter came before the Court on the parties' stipulated motion for entry of judgment nunc pro tunc. The motion was based on the Court's order of August 22, 2007, which directed that the above cause of action be dismissed with prejudice and without costs or attorneys fees to any party. Said motion of dismissal was signed without a formal judgment being entered beforehand. This stipulated motion is to correct the record nunc pro tunc.

**II. ORDER**

THIS MATTER having come on regularly for hearing upon the stipulation of the parties above contained, and the court being fully advised, it is hereby ORDERED that this Court enters final judgment nunc pro tunc in this matter as follows:

STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 1

LLOYD A. HERMAN & ASSOCIATES, P.S.  
213 North University Rd.  
Spokane Valley, Washington 99206  
Phone (509) 922-6600  
Fax (509) 922-4720  
LloydHerm@aol.com



1  
2 1. That it is hereby declared by this Court that plaintiff Maureen Erickson has  
3 all right, title, and interest of any kind, both legal and equitable in the following described  
4 property:

5 Lots 1, 2, 3 of Blk 18 Galenn Home Tract Osburn, Idaho, with Residence, otherwise  
6 known as 106 East Idaho St., Osburn, Idaho.

7 Lot 16, Block 2, Qualchan Hills PUD, recorded Vol. 20, Page 52, of Plats Spokane  
8 County Washington

9 Leasehold interest in cabin on Priest Lake, Idaho, lease #R1287, including the  
10 cabin, the boathouse, and all other improvements thereon.

11 2000 Isuzu Rodeo

12 1983 Starcraft Outboard Boat with Suzuki 85 hp motor.

13 All personal property and furnishing located at the Priest Lake Cabin.

14 2. That defendant Bill E. McKee further assign to Maureen Erickson all right,  
15 title and interest in any claims or causes of action that he has now or may have in the future  
16 against Jerome McKee to recover real or personal property or the proceeds of such real or  
17 personal property or for damages resulting from the misuse, misappropriation, conversion  
18 or destruction of such property.

19 3. That parties further agree that this Judgment shall apply to all unknown and  
20 unanticipated damages and/or losses as well as to those now disclosed arising from facts set  
21 forth in the Complaint.

22 4. That parties agree and understand that neither party admits liability of any  
23 sort and that the covenants contained herein are intended to terminate all further controversy  
24

25 STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 2

26 LLOYD A. HERMAN & ASSOCIATES, P.S.  
27 213 North University Rd.  
28 Spokane Valley, Washington 99206  
Phone (509) 922-6600  
Fax (509) 922-4720  
LloydHerm@aol.com


1 with respect to all claims for damages or other relief that could have been asserted by either  
 2 party in the above described action and that nothing herein shall be deemed to prejudice the  
 3 rights of either party to make claims or otherwise seek redress against any other person in  
 4 connection with the subject matter of this action.

5 DONE IN OPEN COURT this 28 day of January 2008.

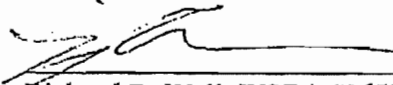
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 8  
 9 JUDGE ELLEN KALAMA CLARK

10 Presented by:

11 Lloyd A. Herman & Associates, P.S.

12  
 13   
 14 Lloyd A. Herman, WSBA #3245  
 15 Attorney for Defendant Bill E. McKee

16 Richard D. Wall Attorney at Law

17  
 18   
 19 Richard D. Wall, WSBA #16581  
 20 Attorney for Plaintiff Maureen Erickson

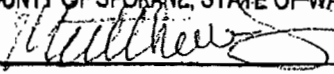
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 28 STIPULATED FOR AND JUDGMENT NUNC PRO TUNC - 3

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 Spokane Valley, Washington 99206  
 Phone (509) 922-6600  
 Fax (509) 922-4720  
[LloydHerm@aol.com](mailto:LloydHerm@aol.com)

I certify that this document is a true and correct copy  
of the original on file and of record in my office.

ATTEST FEB 22 2008

THOMAS R. FALLQUIST, COUNTY CLERK  
COUNTY OF SPOKANE, STATE OF WASHINGTON

BY  DEPUTY

#21

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JUL 02 2007  
THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK

1 Richard D. Wall, P.S.  
2 Attorney at Law  
3 423 W. 1st Avenue, Suite 250  
4 Spokane, WA 99201  
5 Tel: (509) 747-5646  
6 Fax: (509) 747-5692  
7  
8  
9

10 IN THE SUPERIOR COURT OF WASHINGTON  
11 IN AND FOR THE COUNTY OF SPOKANE

11 MAUREEN ERICKSON,  
12 Plaintiff,

13 vs.

14 BILL McKEE,  
15 Defendant.  
16  
17

Case No: 07202928-6  
COMPLAINT

18 Plaintiff Maureen Erickson, by and through her attorney, Richard D. Wall, P.S., bring  
19 this action for damages against defendant Bill McKee, and alleges as follows:  
20  
21  
22

23 PARTIES:

- 24 1.1 Plaintiff is an individual residing in Spokane, Washington.  
25 1.2 Defendant is an individual and also resides in Spokane, Washington.

JURISDICTION AND VENUE:

2.1 This court has jurisdiction and venue is proper in Spokane County because all parties currently reside in Spokane County, Washington.

COPY

FACTS:

3.1 Defendant Bill McKee is the natural father of Plaintiff Maureen Erickson. In 1994, Defendant and Plaintiff's mother, Natalie Parks McKee made an agreement with Plaintiff that they would leave to her their entire estate in exchange for Plaintiff's promise to provide care for her parents. In reliance on that agreement, Plaintiff began providing care for her mother during an extended illness and until her death in 1996. Plaintiff also provided care for Defendant and has continued to provide care for Defendant.

3.2 Prior to her death, Natalie Parks McKee executed a last will and testament leaving her entire estate to Plaintiff pursuant to the agreement between Plaintiff and her parents. Plaintiff was named executor of the will. Pursuant to the terms of the will, Plaintiff became the owner of an undivided one-half interest in all of the community property held by Mr. and Mrs. McKee upon Mrs. McKee's death. Defendant was aware of and in possession of the will at the time of Mrs. McKee's death, but concealed the existence of the will from Plaintiff and others.

3.3 Following the death of Mrs. McKee, Defendant began to dispose of real property and other assets of the estate of Natalie Parks McKee pursuant to a community property agreement that had been executed prior to 1994 and prior to Mrs. McKee making her will. Defendant knew that by doing so he was disposing of property that belonged to Plaintiff. The total value of the property disposed of by Defendant in violation of Plaintiff's rights under her mother's will is more than \$ 2,500,000.

3.4 As a result of Defendant's actions, Plaintiff has been deprived of real and personal property belonging to her as the sole beneficiary of her mother's will. Plaintiff has also been deprived of the full benefit of the agreement between her and defendant in that Defendant's

1 actions have depleted the value of his estate of which Plaintiff is to be the sole beneficiary  
2 pursuant to that agreement.  
3

4  
5 **CAUSES OF ACTION:**  
6

7 **Breach of Contract:**

8 4.1 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set  
9 forth herein. The conduct of Defendant in concealing the will of Natalie Parks McKee and in  
10 disposing of property belonging to Plaintiff constitutes a breach of an express contract between  
11 Defendant and Plaintiff, for which Defendant is liable to Plaintiff of all damages directly and  
12 proximately resulting from said breach.  
13  
14

15 **Unjust Enrichment/Quantum Meruit:**  
16

17 4.2 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set  
18 forth herein. Plaintiff provided services to Defendant and to Natalie Parks McKee in reliance  
19 upon representations made by Defendant. Plaintiff received no compensation for those services  
20 and Defendant has been unjustly enriched by receipt of such services without payment of  
21 compensation. Plaintiff is therefore entitled to an award against Defendant for the reasonable  
22 value of said services.  
23  
24  
25

**Conversion:**

4.3 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set  
forth herein. Defendants conduct in disposing of property belonging to Plaintiff without  
Plaintiff's knowledge or consent constitutes conversion of property in violation of Plaintiff's

1 rights for which Defendant is liable to Plaintiff in an amount equal to the full value of all  
2 property so converted.  
3  
4

5 **Fraud:**

6 4.4 The allegations contained in paragraphs 3.1 through 3.4 are incorporated as set  
7 forth herein. The conduct of Defendant in concealing the existence of the will of Natalie Parks  
8 McKee and in failing to initiate proceeding to probate the will constitute fraud by which  
9 Defendant intended to deprive Plaintiff of her rights under said will and in fact did deprive  
10 Plaintiff of such rights. Defendant is liable to Plaintiff for all damages directly and proximately  
11 resulting from said fraudulent conduct.  
12  
13  
14

15 **REQUEST FOR RELIEF:**

16  
17 WHEREFORE Plaintiff prays for judgment against the Defendants jointly and severally  
18 as follows:  
19

20 For an award of damages against Defendant in an amount to be proved at trial;

21 For punitive damages;

22 For prejudgment interest;

23 For reasonable attorney fees and costs of suit as allowed by law; and

24 For such further legal and equitable relief as to the court appears just.  
25

Dated this 27<sup>th</sup> day of July 2007.

  
Richard D. Wall, WSBA16581  
Attorney for Plaintiff

443803

FILED

JAN 28 2008

THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK

## SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

MAUREEN ERICKSON,

Plaintiff,

v.

BILL B. MCKEE,

Defendant.

No. 07-2-02928-6

STIPULATED MOTION FOR AND  
JUDGMENT NUNC PRO TUNC AND  
ORDER OF JUDGMENTX - X KB  
LPI. MOTION

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213 North University Rd.  
Spokane Valley, Washington 99206  
Phone (509) 922-6608  
Fax (509) 922-4720  
LloydHerm@aol.com

ORIGINAL



443803

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443803

1 with respect to all claims for damages or other relief that could have been asserted by either  
2 party in the above described action and that nothing herein shall be deemed to prejudice the  
3 rights of either party to make claims or otherwise seek redress against any other person in  
4 connection with the subject matter of this action.

5 DONE IN OPEN COURT this 28 day of January 2008.

6  
7  
8  
9 JUDGE ELLEN KALAMACI CLARK

10 Presented by:

11 Lloyd A. Herman & Associates, P.S.

12  
13 [Signature]  
14 Lloyd A. Herman, WSBA #3245  
15 Attorney for Defendant Bill E. McKee

16 Richard D. Wall Attorney at Law

17  
18 [Signature]  
19 Richard D. Wall, WSBA #16581  
20 Attorney for Plaintiff Maureen Erickson

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443803

**Instrument # 443803**

WALLACE, SHOSHONE COUNTY, IDAHO

2008-02-21 04:10:00 No. of Pages: 4

Recorded for : MAUREEN ERICKSON

PEGGY DELANGE-WHITE

Ex-Officio Recorder Deputy

Index to: STIP, JUDGMENT & ORDER

Fee: 12.00

I certify that this document is a true and correct copy  
of the original on file and of record in my office.

ATTEST

FEB 20 2008

THOMAS R. FALLOUIST, COUNTY CLERK  
COUNTY OF SPOKANE, STATE OF WASHINGTON

BY *Cecilia Fautsch* DEPUTY

**BILL MCKEE**  
**4702 S PENDER LANE**  
**SPOKANE, WA 99224**

2008 FEB 21 PM 4 10



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#22



## Idaho Statutes

[Printer Friendly Version](#)TITLE 55  
PROPERTY IN GENERALCHAPTER 9  
UNLAWFUL TRANSFERS

55-901. FRAUDULENT CONVEYANCES OF LAND. Every instrument, other than a will, affecting an estate in real property, including every charge upon real property, or upon its rents or profits, made with intent to defraud prior or subsequent purchasers thereof, or encumbrancers thereon, is void as against every purchaser or encumbrancer, for value, of the same property, or the rents or profits thereof.

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## Idaho Statutes

[Printer Friendly Version](#)

 TITLE 55  
PROPERTY IN GENERAL

 CHAPTER 9  
UNLAWFUL TRANSFERS

55-914. TRANSFERS FRAUDULENT AS TO PRESENT CREDITORS. (1) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

(2) A transfer made by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made if the transfer was made to an insider for an antecedent debt, the debtor was insolvent at that time, and the insider had reasonable cause to believe that the debtor was insolvent.

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#24



# Idaho Statutes

## TITLE 15 UNIFORM PROBATE CODE

### CHAPTER 2 INTESTATE SUCCESSION -- WILLS PART 9. CUSTODY AND DEPOSIT OF WILLS

15-2-902.DUTY OF CUSTODIAN OF WILL -- LIABILITY. After the death of the testator, any person having custody of a will of the testator shall deliver it with reasonable promptness to a person able to secure its probate and if none is known, to an appropriate court. Any person who willfully fails to deliver a will is liable to any person aggrieved for the damages which may be sustained by the failure. Any person who willfully refuses or fails to deliver a will after being ordered by the court in a proceeding brought for the purpose of compelling delivery is subject to penalty for contempt of court.

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## Idaho Statutes

[Printer Friendly Version](#)

TITLE 55  
PROPERTY IN GENERAL

CHAPTER 1  
PROPERTY AND OWNERSHIP -- GENERAL PROVISIONS

- 55-101. REAL PROPERTY DEFINED. Real property or real estate consists of:
1. Lands, possessory rights to land, ditch and water rights, and mining claims, both lode and placer.
  2. That which is affixed to land.
  3. That which is appurtenant to land.

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## Idaho Statutes

[Printer Friendly Version](#)TITLE 55  
PROPERTY IN GENERALCHAPTER 1  
PROPERTY AND OWNERSHIP -- GENERAL PROVISIONS

55-101A. "LANDS" DEFINED. Lands are the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock or other substance, and include free or occupied space for an indefinite distance upwards as well as downwards, subject to limitations upon the use of airspace imposed and rights in the use of airspace granted, by law.

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Mar-12-2007

08:50am

From-Social SERVICES

+2086662848

T-488 P.002/003 F-246

#26

## TIMELINE

- 1971 Oct 1 Purchase of North Fork river property (33 acres) by two couples each 1/2 interest Bill and Natalie, Jerry and Mina.
- 1988 July 12 Recorded Community Property Agreement
- 1989 Recorded pay-off of North Fork River property- paid off couple years earlier
- 1994 June 26 date on Natalie's supposed "will"
- 1994 December 19 Natalie died
- 1997 Summer Maureen moved to Spokane from Mission Viejo, CA - rented house, Bill cosigned.
- 1999, Nov 16 Will of Bill written by Nancy McGee notarized, leaves his 1/2 of North Fork property to Mina & Jerry, \$5,000 to brother Craig, incidentals to grandchildren, remainder to Maureen.
- 2000, March 13 Quitclaim Deed for North Fork river property from Bill McKee to Jerry and Mina McKee, executed and recorded in Shoshone County, ID, Court House
- 2000, March 14 Closing on sale of Moyie Lake, B.C. property, \$300,000 U.S. sale price.
- 2001, April 3 West Valley Realty (Pinhurst, ID) Broker valuation letter on North Fork property: Value of entire property: \$34,180.
- 2001, May 26 Qualchan Estates house purchased for Maureen in Spokane, deed and mortgage in Bill's name, Title Insurance: \$195,000
- 2002, May/June Bill visited Jerry and Mina in LA, declared financial disaster, "I'm broke."
- 2002, Summer Checks given by Jerry and Mina to Bill for \$6,300 and \$2,163- for Priest Lake cabin lease. We promised to visit in August and continue to help. \$6,500 was immediately taken out of Bill's account from ATM in Spokane. He said it "disappeared." We told him to take Maureen's name off his account.
- 2002, August We visited Bill, worked out budget/plan, begin paying down his debt with our funds. Met with Maureen, offered her same manner of help. She refused.
- 2002, Nov Maureen asked Jerry to buy her property on the North Fork river (all of it). Received Fax from Maureen and letter from Bill which mentioned Natalie's "will."
- 2002 Dec We allowed Maureen all proceeds from timber sale on North Fork property: \$11,200 +
- 2002/2003 For the sake of family peace, we made several offers to Maureen  
 (a) offered 1/2 of \$34,180 - she said property was worth \$75,000.  
 (b) offered 1/2 of \$75,000 - she responded property worth \$150,000 now.  
 (c) offered 1/2 of \$150,000 minus what we had paid on Maureen's and Bill's debts- she responded "that's not enough."

Mar-12-2007 08:51am

From-SOCIAL SERVICES

+2086662948

T-469 . P.003/003 F-246

2003-2004 Received several letters from Maureen to Jerry.

2004 August Maureen obtained Natalie's "will."  
We all met with attorney who drafted Bill's 1999 will- Nancy McGee.

2005 January Maureen got Bill's Power of Attorney, put her name back on his Bank of America checking and charge accounts then left for Reno.

2005 March 1 We received a letter from Garth, addressed to "Uncle Jerry." Letter dated 2/23/05

2005 March 29 We visited Bill in Osburn. Bill didn't know what he had signed, but Peacock's secretary told Bill he had signed a Power of Attorney. March 30, Bill and Jerry talked with Mr. Peacock re Bill's Power of Attorney.

2005 Aug Bill called us and asked us to come get him for a visit. He visited us in Sandpoint...later Maureen and he claimed we kidnapped him and tried to give away his dog.

2005 Nov. We offered to sell North Fork property, give half of proceeds to Bill, minus funds paid on his and Maureen's debts, 1/2 timber proceeds and 1/2 of 3 years taxes and insurance.

2006 Jan Maureen recorded Power of Attorney for Bill (signed on (\*\* Date? )  
Maureen opened informal probate of Natalie's estate; named only asset as river property.  
Maureen filed Les Pendens on North Fork property  
Maureen refinanced Bill's house in Osburn to take out equity.

2006 June Maureen and Bill claimed we stole guns and coins from Bill, tried to press criminal charges and made insurance claim. Osburn Police Chief Spike Angle would not accept Bill's charges because of competency and Maureen refused to sign the charges, though she stated them repeatedly.

2006 Fall Maureen refinanced the Spokane house to take out the equity.

2007 January Maureen paid for a California cruise for herself and her three sons without telling Bill.

2007 February Maureen got Bill to give her the Priest Lake lease, his last asset.

\*\* Some of Bill's bank accounts are in his and Maureen's name. At least one of them is in his name with Maureen listed as POD.

\*\*\* Check the date is on the recorded Power of Attorney. Is it the same one signed in March of 2005?

JUL 10 2005 10:34 AM FROM: #27

**MICHAEL F. PEACOCK**

Attorney at Law, PLLC

123 McKinley Avenue  
Kellogg, Idaho 83837  
Telephone: (208) 783-1231  
Facsimile: (208) 783-1232

July 6, 2005

Jerry McKee  
Box 702  
Thibodaux, LA 70302

RE: Estate of Natalie P. McKee

Dear Mr. McKee:

I am writing to you on behalf of Maureen Erickson to try to straighten a couple of matters out before the situation becomes serious and involves litigation.

First of all, as verified by your father, your mother executed a holographic Will leaving her share of their community property estate to Maureen. Your father acknowledges this, but indicates that he never filed this with the Court.

In Idaho, your mother had a right to give her half of the community estate to anyone that she wanted and apparently this Will was made in response to your parents' promise to your sister that she would be given the balance of their estate if she moved to this area to take care of them, which she did.

It is not clear to me how Maureen became aware that your father had not followed through with this. She just went along and figured that what your father did was fine and that she was entitled to the remainder of the estate when he passed away. Only recently did Maureen become aware of your mother's Will, which left Maureen her one-half of the estate. This means that Maureen was entitled to one-half of the proceeds of the "Mojie" property, as well as one-half of any other existing assets at the time your mother passed away. This is Idaho law.

Because Maureen was not aware and did not file for probate, she now may go through a procedure called a determination of heirship. This will vest her in one-half interest in the community property at the time of your mother's passing. This would include not only the Mojie property, but the Priest Lake lease, upon which Maureen has paid, and the home in Osburn.

I believe that your sister thinks that you believe she is financially draining your father of his assets because of her illness and divorce. However, she was promised by both of your parents that she would receive the estate if she moved here. From what she has told me, you and your brother were both aware of that promise and agreed to it. Now for some reason, it appears that you do not want to honor that agreement.

Jerry McKee  
July 5, 2005  
Page 2

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Your sister finds herself in severe financial straits where she could lose her home. She is trying to put two sons through college and needs to realize some money from some of the property. Because your dad loves the Priest Lake property and is able to go there occasionally, she does not want to sell that and has in fact, paid to keep that lease current for his behalf. She wants him to be able to live at home as long as he possibly can and therefore, sale of the Osburn residence probably is not a viable alternative at this time. That leaves the property on the North Fork of the Coeur d'Alene River as a source from which she can receive payment unless she is forced to ask for an accounting of his assets over the years since your mother passed on.

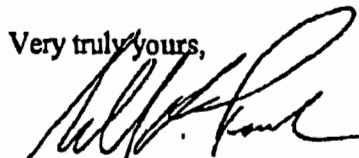
As she has told you, she has been told that there is a considerable amount to be obtained from the sale of the property on the North Fork. If we have to go much farther, we can get a estimate as to the selling price, but I can tell you some of the prices I have seen have topped \$20,000 an acre on the river.

Where we are now is that if you would care to buy your sister out of her interest in the river property, this matter could be put to bed. I think we can also resolve the remainder of the issues with the other assets. However, if you do not chose to do so, Maureen will have no choice but to file a determination of heirship and then proceed to obtain an accounting of assets. There are several assets from your father's home, such as a coin collection and guns, which are no longer there and she assumes may have been taken by one of the brothers. These things all have value and although it is not her intent to try to pick at everyone for minor items, she really is in bad financial straits and needs to be able to get closure on this matter so she knows where she stands. Her position is perfectly tenable legally and although she wants to have a good relationship with all of her family, the position she finds herself in is that of a single mother who only has received sporadic child support payments; who has tried to care for your father and has had him live with her a lot of the time. She is unemployable because of her injuries, she has two children in college and somehow needs to pay her bills without sacrificing their education.

As you can see, she does not have very many options, so I hope you can understand why she is proceeding.

I look forward to your response regarding this matter. Thank you.

Very truly yours,



Michael F. Peacock  
Attorney at Law

MFP:dkr

cc: Maureen Erickson

#28

MICHAEL F. PEACOCK

Attorney at Law

123 McKinley Ave.  
Kellogg, ID 83837  
(208)-783-1231  
FAX (208)783-1232

September 9, 2005

To: Mike Branstetter

From: Michael F. Peacock 

RE: Erickson

I'm sorry that it has taken me sometime to get back to you, but with the Tuggle case ongoing along with all the normal load, I've been swamped.

The history as I understand it is that Maureen agreed to move to this area from California and care for her mother and father. In return it was agreed by all the parties that she would inherit the property of the parents for caring for them. Maureen, the parents, and the sons including your client discussed this and agreed. Maureen fulfilled her part of this bargain and continues to care for Bill and tries to do whatever she can to keep him safe. She has had him live with her for extended periods of time.

When Bill sold the Mojie property, she didn't really give it much thought as she felt Bill should do what he needed and she would be still inherit. At some point Maureen and Bill had a discussion and Bill informed Maureen that her mother had gone so far as to write out a will and put it in the safety deposit box. Bill got the holographic will and gave te original to Maureen. Bill had never acted on the will as he should have and acknowledged to me that he knew about it but just didn't do anything.

Maureen tells me that your client has acknowledged all these facts on several occasions, but them changes his mind. She doesn't want a long and drawn out problem, she is trying to ensure that her children can finish their educations, including college.

Perhaps you can discuss this with your client and see if there isn't some way to resolve the problems between the two short of litigation.

Maureen has been involved in serious automobile accidents and has had to have back surgery and extended recovery periods. It occurs to me that your client feels that she is taking advantage of their father. I don't believe this to be true. She has upheld her part of the agreement and cared for Bill even when she was barely able to get around herself. However, given the agreement and the fact that some valuable property in which Maureen had a 1/2 interest has been disposed of since her mother's death it is extremely unlikely she has received near what she is entitled to. She isn't privy to the amount received for the Mojie property to which, in equity, she was entitled

RECEIVED

442

SEP 12 2005  
Fax 7130  
HULL & BRANSTETTER  
CHARTERED

Mike Branstetter  
RE: Erickson  
September 9, 2005

to 1/2.

I have talked extensively with Bill. He has told me that there was an agreement and that the will is his wife's. He is elderly and doesn't want his children to fight. To some extent, he tells them what he thinks they want to hear, but I believe that he is an honest man and will tell the truth. In any event, the holographic will speaks for itself.

Please let me know your thoughts as soon as possible.

Thank you.

#29

MICHAEL F. PEACOCK

Attorney at Law

123 McKinley Ave.  
Kellogg, ID 83837  
208-783-1231  
Fax 208-783-1232

July 13, 2006

From: Michael F. Peacock

To: Mike Branstetter

RE: Estate of Natalie Parks McKee



I acknowledge receipt of your letter of July 12, 2006. The estate was filed and no action has been taken other than to file a lis pendens on the "river" property. The reason this has been done is that my client has some trust issues with yours and this was done as a protection from sale of the property without her knowledge and consent.

As you are no doubt aware, your client his brother and Mr. McKee all agreed that if Maureen would come to this area, and watch over her father and mother their estate would be left to her. Her mother executed a holographic will leaving her 1/2 of the community property to Maureen. Maureen believes this was because when she moved to this area and started to care for her parents, the above mentioned agreement was made, but the wills had not been modified as they should have been. This will was Natalie's way of trying to ensure that the agreement was kept, at least as far as Natalie was concerned. Maureen was unaware of this will until Bill told her about it and gave it to her as set forth in his affidavit.

Bill was under a great deal of stress at the time he deeded the property to Jerry and has repeatedly asked Jerry to return the property to him. Jerry refuses to do so. This is extremely unsettling to Bill and he cannot understand why his son won't honor his wishes since Jerry has no interest in the property and Bill only had the right to transfer 1/2 interest in the first place, given his knowledge of the will.

It has consistently been Maureen's position to try to resolve the ownership issue peaceably with Jerry and Bill. She is trying not to have hard feelings and only wants some part of what was promised to her. There are many issues that could be brought up, but I think Maureen is trying to preserve some sense of family for the elderly father. It seems that Jerry, whom I'm told is quite wealthy, doesn't care as much about this father as some gain he might get from the property on the river. There are many things that are reprehensible about Jerry's actions from emptying Bill's safety deposit box and taking his records with out his permission and only returning part of the records to wanting to be reimbursed for phone calls to his father and trips to see him. If we end up in court, that should be an interesting thing to justify to a judge.

Mike Branstetter

RE: Jerry McKee - Maureen Erickson

July 13, 2006

Page 2.

I think if we can move ahead and resolve this issue with the River property everybody can go on with their life. The best thing would be for Jerry to deed the property back to Bill and at least give him some consideration at this late stage of his life. Jerry shouldn't care what Bill does with the property. I talked to Bill for a long time and he is extremely upset with Jerry and if this continues he will want nothing further to do with him.

Let me know if you need anything further and lets try to either resolve this matter or if we must get to the litigation.



**MICHAEL F. PEACOCK**

Attorney at Law  
123 McKinley Avenue  
Kellogg, ID 83837-0779  
Phone: (208) 783-1231  
Fax: (208) 783-1232

**FAX COVER SHEET**

FAX NUMBER TRANSMITTED TO: **208-752-0951**

To: Patty

Of: Mike Branstetter

From: Belinda Williams, Legal Assistant

Client/Matter: Estate of Natalie Parks McKee

Date: **7/18/06**

DOCUMENTS	NUMBER OF PAGES*
Letter Dated 07-13-06	2

**COMMENTS:**

Let me know if you need anything else.

Thanks

Belinda

LAW OFFICE OF MICHAEL F. PEACOCK

\* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (208) 783-1231.

428721

## LIS PENDENS

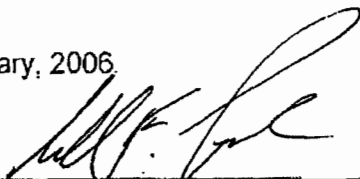
NOTICE IS HEREBY GIVEN THAT MAUREEN ERICKSON, as Personal Representative, has commenced a probate proceeding for the Estate of Natalie Parks McKee, in the District Court for the First Judicial District of the State of Idaho in and for Shoshone County, Case No. CV-3006-40, and that said action is now pending.

The object of the action is to establish title to the real property located in Shoshone County, and more particularly described as follows:

Government Lot 2, Section 17, Township 49 North, Range 2 E.B.M.  
Shoshone County, State of Idaho.

All persons dealing with the subject real property subsequent to the filing of this lis pendens are subject to the rights of the Personal Representative as established in the pending action.

DATED this 26 day of January, 2006.

  
MICHAEL F. PEACOCK  
Attorney for Personal Representative

STATE OF IDAHO           )  
                                  : ss.  
County of Shoshone       )

On this 26<sup>th</sup> day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared MICHAEL F. PEACOCK, to me known to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same for the purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dawn M. McCarver  
Notary Public, State of Idaho  
Residing at Kingston, Id.  
My commission expires: 12/5/2011

428721

**Instrument # 428721**

**WALLACE, SHOSHONE COUNTY, IDAHO**

2006-01-26 01:53:00 No. of Pages: 1

Recorded for : **MICHAEL PEACOCK**

**PEGGY DELANGE-WHITE**

Fee: 3.00

Ex-Officio Recorder Deputy *JS*

Index to: LIS PENDENS

RECORDED PM 1:53

SIGS  
*Shiner*

DEAR JERRY

I NEED MONEY TO TAKE CARE OF MY FAMILY. SINCE YOU BOTH INFLUENCED AND FRIGHTENED DADDY INTO NOT TAKING ANY EQUITY OUT OF OUR HOUSE, I HAVE NO OTHER WAY TO RAISE MONEY THAN TO SELL MY PROPERTY ON THE RIVER. I HAD HOPED TO BUILD THERE AT SOME POINT. SINCE I WILL NOT QUALIFY FOR A LOAN I THOUGHT I MIGHT BE ABLE TO COME UP WITH THE MONEY TO BUILD A HOUSE ON THE RIVER WHEN I HAD NO OTHER OPTIONS. THE BOYS LOVE THIS LAND AS THEY OFTEN CAMPED AND PLAYED THERE WITH DADDY.

IF YOU WISH TO BUY IT LET ME KNOW BECAUSE I AM GOING TO HAVE TO SELL IT IMMEDIATELY IF I CAN NOT FIND A BUYER. I DO HAVE SOMEONE WHO IS INTERESTED IN LOGGING IT.

THINGS ARE WORSE AT PRESENT THAN YOU CAN POSSIBLY IMAGINE. I HAVE LOST ALL MY BABY PICTURES AND SEVERAL OF DICK'S GOLD MEDALS IN STORAGE. THROUGH A LOAN I HAVE PAID FOR GARTH AND DICK'S ROOM AND BOARD BUT THAT FEEDS THEM ONLY MONDAY THROUGH FRIDAY. THEY ARE GOING HUNGRY ON WEEKENDS AS ARE DANE AND I. GARTH DOES NOT HAVE A COMPUTER AND DICK'S WAS STOLEN OUT OF HIS FRATERNITY YESTERDAY. DICK HAS NO BOOKS FOR HIS CLASSES. I AM IN NEED OF A MAMMOGRAM AND A MELODYMA SCREENING. WE ALL NEED DENTAL WORK.

MOTHER WANTED ME TO SELL EVERYTHING I NEEDED TO GET MY CHILDREN THROUGH COLLEGE AND TAKE CARE OF THEM AND MYSELF. LET ME KNOW IF YOU WANT THE PROPERTY AS I CAN NOT WAIT TO SELL OR LOG IT.

MICHAEL F. PEACOCK  
Attorney at Law  
123 McKinley Avenue  
Kellogg, Idaho 83837  
Telephone: (208) 783-1231  
Facsimile: (208) 783-1232  
Idaho State Bar No. 2291

ATTORNEY FOR APPLICANT

#32  
STATE OF IDAHO  
COUNTY OF SHOSHONE/SS  
FILED #444

2006 JAN 23 AM 11:22

PEGGY WHITE  
CLERK DIST. COURT

BY Sail Elliott  
OFFICER

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF )  
 )  
NATALIE PARKS McKEE, )  
 )  
 )  
Deceased. )  
\_\_\_\_\_ )

CASE NO. CV-2006-40  
APPLICATION FOR INFORMAL  
PROBATE OF WILL AND  
INFORMAL APPOINTMENT OF  
PERSONAL REPRESENTATIVE

LY #827 PD.

APPLICANT, MAUREEN ERICKSON, STATES AND REPRESENTS TO THE COURT THAT:

1. Applicant's interest in this matter is that of a child of the decedent and a devisee under the decedent's will.
2. The person whose appointment as personal representative is sought is Applicant and is qualified to act as such and has priority as a devisee and heir of the decedent.
3. The decedent died on December 19, 1994, at the age of eighty-two (82) years.
4. Venue is proper because at the time of death the decedent was domiciled in this county.
5. The names and addresses of the spouse, children, heirs, and devisees of the decedent, and the ages of those who are minors so far as known or ascertainable with reasonable diligence by applicant are:

1. APPLICATION FOR INFORMAL PROBATE OF WILL AND  
INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE

ASSIGNED TO  
JUDGE MCGEE

6/26/94

I will all of my portion  
of our property, real and  
personal, and every part  
of our estate to my daughter -  
Maureen Katherine McKee Erekson.  
Also appoint her executrix  
of our estate.

I do this knowing she  
will help Jerome Slorn  
Mikee (her brother) and  
his family should they  
ever need it.

The household items  
may be divided between  
them with first choice  
going to Maureen.

I am of sound mind  
and have not been  
influenced by anyone.

Natalie Parks McKee

June 26, 1994.

MICHAEL F. PEACOCK  
Attorney at Law  
123 McKinley Avenue  
Kellogg, Idaho 83837  
Telephone: (208) 783-1231  
Facsimile: (208) 783-1232  
Idaho State Bar No. 2291

#33  
STATE OF IDAHO  
COUNTY OF SHOSHONE/SS  
FILED

2007 JAN 16 P 12:02

PEGGY WHITE  
CLERK DIST. COURT

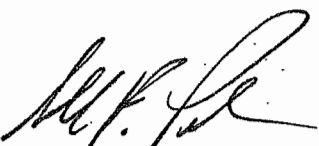
BY Paul Elliott  
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF )	CASE NO. CV-2006- 40
NATALIE PARKS McKEE, )	
Deceased. )	Motion for Partial Distribution
_____ )	

COMES NOW, the undersigned, Maureen Erickson, personal representative of the above estate by and through her attorney, Michael F. Peacock, and hereby moves the court for its Order allowing distribution the following property from the Estate to wit:

AN UNDIVIDED 1/4 INTEREST IN AND TO Government Lot 2, Section 17,  
Township 49 North, Range 2 E.B.M., Shoshone County, State of Idaho  
DATED this 16 day of January, 2006.

  
\_\_\_\_\_  
Michael F. Peacock  
Attorney for Maureen Erickson,  
Personal Representative

1. Motion for Partial Distribution

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing to was served by the method indicated below, and addressed to the following this 16 day of January, 2007.

Michael K. Branstetter  
PO Box 709  
Wallace, ID 83873

X U.S. MAIL  
\_\_\_\_ HAND DELIVERED  
\_\_\_\_ OVERNIGHT MAIL  
\_\_\_\_ TELECOPY (FAX)



---



#34

**Michael F. Peacock**  
Attorney at Law  
123 McKinley Avenue  
Kellogg, Idaho 83837  
Phone: (208) 783-1231  
ISB # 2291

Attorney for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE PETITION	]	No. CV 2007-016
OF MAUREEN ERICKSON TO TAKE	]	
THE DEPOSITION OF BILL E.	]	PETITION FOR DEPOSITION
McKEE.	]	BEFORE ACTION

Comes now Maureen Erickson and pursuant to I.R.C.P. 27(a)(1) moves the Court for an order allowing the perpetuation of the testimony Bill E. McKee. In support of this motion petitioner alleges as follows:

1. The petitioner expects to be a party to an action cognizable in the state of Idaho but is presently unable to bring it because of the need for additional factual information.

2. The subject matter of the expected action concerns the recovery of the petitioner's interest in her deceased mother's estate. Said interest was transferred by Bill E. McKee in collusion with Jerry McKee after the death of the petitioner's mother and contrary to the provisions of her will.

3. The petitioner desires to establish the following facts by the proposed testimony: Petitioner's mother, Natalie Parks McKee, died on December 19, 1994. Prior to the date of her death the family consisting of Bill McKee, Natalie McKee, Jerome McKee, Mina McKee Craig McKee

and Maureen Erickson had agreed that if Maureen Erickson would move from California and take care of Natalie and Bill, all their property would pass to Maureen Erickson upon the death of Bill McKee and Natalie McKee free from any claim by any of the other children. Maureen Erickson moved to this area and took care of Natalie and Bill McKee in reliance on these promises. At the time of Mrs. McKee's death there existed a valid last will and testament giving Maureen Erickson her entire estate. That Bill E. McKee was aware of the existence of the will and concealed the existence of the will from the petitioner. That Jerome S. McKee and Mina C. McKee advised and assisted Bill E. McKee in concealing the existence of the will from Maureen Erickson for their own benefit.

That on March 13, 2002 Bill E. McKee transferred all right title and interest in real property located on the Coeur d'Alene River in Shoshone County, State of Idaho to Jerome S. McKee and Mina C. McKee. The property was purchased as tenants in common by Bill E. McKee, Natalie P. McKee, Jerome S. McKee and Mina C. McKee. Said transfer was contrary to the provisions of Mrs. McKee's will and made without consideration. The petitioner estimates the value of the entire parcel to be approximately \$1,500,000.00.

That on approximately March 15, 2002, Bill E. McKee transferred all right title and interest in real property located in Moyie, British Columbia, Canada, to Eiyom Properties, Ltd. Said property was community property of Bill E. McKee and Natalie P. McKee. The property was sold for approximately \$407,281.47 Canadian/ \$300,000.00 U.S. funds. Petitioner, as an attorney in fact for Bill E. McKee, and Wayne Schoonmaker, CPA, have attempted to trace and locate the proceeds from the sale of the Moyie property. Only \$50,000.00 of the sales price can be traced as received by Bill E. McKee. Bill E. McKee should have received in excess of \$210,000.00 U.S. funds. Said

transfer was contrary to the provisions of Mrs. McKee's will. The petitioner desires to trace the proceeds of the sale of the Moyie property to recover her share of the proceeds.

Bill E. McKee is now in need of cash to continue his current manner of living and subsistence. Property and cash received by Jerome S. McKee and Mina C. McKee without adequate consideration given to Bill E. McKee for said property and/or cash should be deemed as held in constructive trust by Jerome S. McKee and Nina C. McKee.

Bill E. McKee is 90 years old and has health problems. Due to Mr. McKee's advanced age and medical condition, the petitioner desires to perpetuate his testimony. Mr. McKee is desirous of perpetuating his testimony because of his advanced age.

4. The potential/expected adverse parties to an action brought by the petitioner would be:

Bill E. McKee, P.O. Box 1078, Osburn, Idaho 83849

Jerome S. McKee, P.O. Box 702, Thibodaux, Louisiana 70302

Mina C. McKee, P.O. Box 702, Thibodaux, Louisiana 70302

Craig McKee, 2203 Flatiron Drive, Sandy Utah 84903

5. The name and address of the person to be examined is Bill E. McKee, P.O. Box 1078, Osburn, Idaho 83849. The substance of the testimony to be elicited is the knowledge of Bill E. McKee concerning the will of Natalie P. McKee, the facts concerning the transfer of the Coeur d'Alene River and Moyie properties, and the disposition of the proceeds of the Moyie properties.

DATED this 8 day of January 2007.

/s/

---

Michael F. Peacock

VERIFICATION

STATE OF IDAHO       ]  
                                  ] ss  
County of Shoshone     ]

I, Maureen Erickson, being duly sworn under oath, depose and state as follows:

I am the petitioner in this action. I have read the foregoing petition and know that the contents contained therein are true and correct to the best of my knowledge, information and belief.

DATED this 7 day of January 2007.

/s/  
Maureen Erickson

The foregoing petition was SWORN TO and SUBSCRIBED before me by the said on this the \_\_\_\_ day of January 2007.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF IDAHO  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

#35

MICHAEL F. PEACOCK

Attorney at Law

123 McKinley Ave.  
Kellogg, ID 83837  
208-783-1231  
208-783-1232

January 15, 2010

To: Lloyd Herman

From: Michael F. Peacock

*Mike*

RE: Erickson

Maureen called about some items that she indicated that needed as well as a couple of minor changes to the affidavit which I have made and enclose.

I did want to mention that when we were trying to serve Craig, my secretary forgot to include the Notice and we sent a \$25.00 check for service. The paperwork was returned and, if I remember correctly, it was decided that Jack would do the deposition so it then went on a different track. I know that we couldn't get Jerry served.

I hope that you have the information you need. If I can get something else, please let me know.

Thank you and good luck.

MICHAEL F. PEACOCK

Attorney at Law

123 McKinley Ave.  
Kellogg, ID 83837  
208-783-1231  
FAX 208-783-1232

January 17, 2007

Salt Lake County  
Attn: Civil Clerk  
2001 S. State Ste. 2700  
Salt Lake City UT 84190

RE: Service of Process

Dear Sir or Madame:

Please find enclosed a copy of:

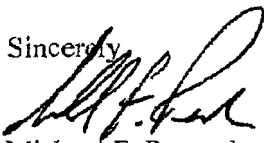
1. Notice of Hearing
2. Petition For Deposition Before Action

Please serve these documents on Craig McKee 2203 Flatiron Dr., Sandy Utah 84903.

I am enclosing my check in the amount of \$25.00 for costs of service. If there are additional charges, please let me know and I will remit promptly.

Thank you for your help and cooperation.

Sincerely,



Michael F. Peacock  
Attorney at Law

MFP/bw

SALT LAKE COUNTY SHERIFF'S OFFICE  
COURT SERVICES DIVISION  
CIVIL UNIT

YOUR PAPERS ARE BEING RETURNED FOR THE FOLLOWING REASON:

- |   |  |
|---|--|
| <input type="radio"/> NO COURT DATE   | <input type="radio"/> BAD ADDRESS  |
| <input type="radio"/> RECEIVED TOO LATE TO SERVE BEFORE<br>COURT DATE           | <input type="radio"/> NOT IN SALT LAKE COUNTY  |
| <input type="radio"/> NO COURT SEAL   | <input checked="" type="radio"/> NEED FEES IN ADVANCE<br>FEES: <u>92.<sup>00</sup></u> |
| <input type="radio"/> NO ADDRESS FOR SERVICE                                    | <input type="radio"/> NEED 2 COPIES & \$10.00 CHECK FOR<br>INSURANCE COMMISSIONER      |
| <input checked="" type="radio"/> OTHER <u>NOTICE OF HEARING IS NOT ENCLOSED</u> |  |

AFTER THE ABOVE INFORMATION HAS BEEN OBTAINED, RETURN TO OUR OFFICE  
FOR SERVICE

ake County Sheriff's Office  
Services Division  
Unit  
South 900 West  
ake City, Utah 84119

PRESORTED  
FIRST CLASS



Hasler

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\$00.608  
01/24/2007  
Mailed From 84190  
US POSTAGE

Michael F Peacock  
123 McKinley Ave  
Kellogg, ID 83837

KAXSSMP 43437





*2*  
*2-66*  
**MICHAEL F. PEACOCK**

Attorney at Law

**RETURN**

*#36*  
123 McKinley Ave.  
Kellogg, ID 83837  
208-783-1231  
FAX 208-783-1232

January 17, 2007

Lafourche Parish  
Attn: Civil Clerk  
200 Canal Blvd  
Thibodaux, LA 70301

RECEIVED  
07 JAN 25 AM 8:19  
CLERK OF COURSE  
JUDICIAL OFFICE  
THIBODAUX, LA

RE: Service of Process

Dear Sir or Madame:

Please find enclosed a copy of:

1. Notice of Hearing
2. Petition For Deposition Before Action

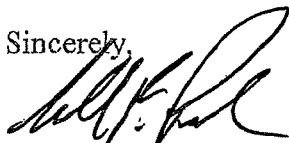
*830 Laurel Valley Aptn.  
103 Cherokee St.  
2/20/07*

Please serve these documents on Jerome S. McKee and Mina C. McKee, PO Box 702  
Thibodaux, LA 70302. I'm informed that the physical address is just outside Thibodaux and  
anyone familiar with the area will know the location.

I am enclosing my check in the amount of \$25.00 for costs of service. If there are additional  
charges, please let me know and I will remit promptly.

Thank you for your help and cooperation.

Sincerely,



Michael F. Peacock  
Attorney at Law

MFP/bw

(OS)2007-016 - 1.00 -- SP/CV  
No Service on  
JEROME MCKEE & MINA MCKEE at  
P O BOX 702, Thibodaux  
Return Date & Time: 1/31/2007 10:00:00AM  
auth/atty.-return unserved

*INT*  
*[Signature]*  
*9/1/80*

462

180 - Toups, Donald, Lafourche Parish Deputy

**Michael F. Peacock**  
Attorney at Law  
123 McKinley Avenue  
Kellogg, Idaho 83837  
Phone: (208) 783-1231  
ISB # 2291

Attorney for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

-----

IN THE MATTER OF THE PETITION	]	No. CV 2007- 016
OF MAUREEN ERICKSON TO TAKE	]	
THE DEPOSITION OF BILL E.	]	NOTICE OF HEARING
McKEE.	]	


-----

TO: Bill E. McKee, Jerome S. McKee, and Nina C. McKee

YOU ARE HEREBY NOTIFIED That Maureen Erickson , by and through her attorney, Michael F. Peacock, has filed a petition for deposition before action in the above-entitled matter, a copy of which is attached hereto.

YOU ARE FURTHER NOTIFIED That said Maureen Erickson will apply to the Court on Monday, the 20th day of February 2007, at the hour of 1:30 p.m., or as soon thereafter as may be heard at the District Court Courtroom, Shoshone County Courthouse, 700 Bank Street, Wallace, Idaho for an order allowing the taking of the oral deposition of Bill E. McKee.

DATED this 17 day of January 2007.

  
\_\_\_\_\_  
Michael F. Peacock

#37

MICHAEL F. PEACOCK  
 Attorney at Law  
 123 McKinley Avenue  
 Kellogg, Idaho 83837  
 Telephone: (208) 783-1231  
 Facsimile: (208) 783-1232  
 Idaho State Bar No. 2291

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF )	CASE NO. CV-2006- 40
NATALIE PARKS McKEE, )	
Deceased. )	AFFIDAVIT OF MICHAEL F. PEACOCK
)	
)	
)	
)	

Affidavit

Comes now Michael F. Peacock and, being first duly sworn deposes and says:

1. I am one of the attorney's for Maureen Erickson, Personal Representative of the estate of Natalie Parks McKee.
2. I have reviewed my file relative to this matter.
3. Prior to the commencement of this action, I called the County Clerk in Shoshone County, Idaho and inquired if there was a record of the Community Property Agreement between Natalie Parks McKee and Bill McKee.
4. I was informed by the Deputy Clerk in the Shoshone County Recorder's office, I cannot recall which one at this time, that there was no Community Property Agreement.
5. Subsequently, on or about January 24 or 25, 2007, I received an Objection to Partial Distribution from Michael Branstetter which referred to a Community Property Agreement.
6. I inquired where he found this document as I had made inquires before filing the estate, and had been told there was none; Mr Branstetter responded that he had just called the Recorder and asked and was informed there was such a document, got a copy.

1. AFFIDAVIT OF MICHAEL F. PEACOCK

7. I then called the Recorder's office and was told that not finding one when I inquired must have just been a mistake.

8. In reviewing my file in this matter, I discovered two documents which are attached here to as Exhibit "A" and Exhibit "B".

9. Exhibit "A" is a letter dated November 1, 2005 and, as best I recall, provided to me by Bill McKee on or shortly after that date.

10. Exhibit "B" is a letter written to me by Bill McKee and dated January 14, 2005 and delivered to me on or shortly after that date.

11. Exhibit "C" is a timeline that came from my files. I received a copy of the timeline by fax from Attorney Charles Cox on March 14, 2007. It is my understanding that the timeline had been prepared by Jerome McKee, delivered to the Department of Health and Welfare who forwarded it to Mr. Cox.

Further your affiant sayeth not.

Dated this 14<sup>th</sup> day of January, 2010

  
Michael F. Peacock

SUBSCRIBED AND SWORN TO BEFORE ME A NOTARY PUBLIC for

the State of Idaho on this 14<sup>th</sup> day of January, 2010.

MELINDA K GROVES  
Notary Public  
State of Idaho

  
Notary Public for the State of Idaho

Residing at: 849 S Division Kellogg, ID 83837  
Commission Expires: March 19, 2013

2. AFFIDAVIT OF MICHAEL F. PEACOCK

November 1, 05

Dear Jerry

I love you very much, as you know.

I am so proud of you in so many ways. However I am troubled by your behavior towards Maxine and boy. I want to talk as your father and head of our family.

We were such a happy family while you kids were growing up. You were so protective of the younger sister and brother. Things were very good for many years after you kids were grown up. We had many happy times sledding, skating and skiing and, at Priest Lake summers water skiing, swimming etc. Mother and I were so proud of you children and later to our grandchildren. We were so happy that we all had good times together.

Things changed around the time that Maureen separated from Roger and Craig and Sylvia married. All four of you became very critical of Maureen and began to treat her poorly. Mother and I felt that neither of you boys cared about or supported her during that terrible time. Roger was drinking heavily and became abusive and nasty to Maureen and the boys. We had witnessed enough to know she was in danger and worried constantly. Two police officers called by Garth and a neighbor all filed reports that Roger was a physical danger to Maureen and the boys.

At the end of a weekend Roger returned the boys to Maureen & while drunk

Maurcen called the police and  
hair and blood tested. He testified  
positive for cocaine and heroin.  
The trauma sustained that  
week and caused Gertie to have  
a nervous breakdown. Dick had  
been abused including wounds and  
on his back from blow bats.

They had all been exposed to  
pornography. Two psychologists  
and a judge restricted Roger's visitations  
at that time and charged him  
with child abuse. This is all in  
court records.

Mather and Lucretia and I were  
shocked by how about how you  
and Craig treated Maurcen during  
this terrible period. She was scared  
to death for the boys and Roger  
continued to threaten her. He also  
withheld support knowing she  
couldn't afford an attorney.

At this time knowing all of this  
I drove down there I had guns  
with me and feeling the police  
weren't providing adequate protection

for her, I planned to kill him but realized if it went wrong and I got caught that I would be of no good for her. I spent two days scouting his offices & finally decided my chances of succeeding were slim and that they would all be in more danger if I failed so I took my weapons back home. I have never before told anyone about this.

Because Morton and Maureen didn't know about this don't mention this to Maureen.

Morton and I felt that we were concerned neither of you would help when we were gone would be all alone. That is why we changed our will and informed our wills to you boys. You both agreed that all of our property would go to Maureen.

We both broke our promise to Maureen when I gave you that quit claim on the real property.



We did this without telling her. I  
feel guilty about this and you should  
also. I am you telling that you  
would give the property back to her.  
Now you have hired an attorney  
to break your Mother's will. I  
have lived here for forty years. It  
is embarrassing to me and disrespectful  
to both Mother and me. This is not  
how I want my life to end. I  
want back Mother and my share  
of the property in 2000 when you  
asked me to just claim that  
property to you, I was depressed.

In spite of all the difficulties Mother  
has raised that boy to be fine  
young man. I doubt that you  
realize how hard this has been.  
Society doesn't treat divorced women  
very well. I expect more of you  
and Craig. I appreciate so much  
everything you have done for me.  
I appreciate and love you all  
so much. I would like peace  
and love for all of us. Love,

Daddy

January 14, 05  
Mr. Peacock, Attorney at Law  
Kelley, Idaho

Dear Mr. Peacock:

My wife and I gave our word to Maureen and her three boys in 1994 that we had changed our wills and were going to leave all the real estate property to her family so that she could care for and educate the boys. Both Jerry and Craig gave their word that they would honor our wishes on that. This applies to only the downstream half of the entire lot.

When I sold the Canadian property for \$300,000 after Natalia's death, I did not give Maureen her half share left for by Natalia, nor did she ever ask for it.

When I gave Jerry the river property which was promised to Maween, I owed him some money and had no other way and had no other way to repay it. When we did this neither Jerry or I kept our word to Lalali and Maween.

Both of these deals harmed my daughter and her children terribly. It has now come back to hurt me.

Maween is putting three boys through college by herself and without the money promised to her Mother and me.

As it stands I am going to lose Priest Lake property which is a heart breaker. I also need more money to live on. If the river property that I gave Jerry was returned I could keep Priest Lake property

and give some money to help  
Maureen's remaining grandchildren  
to help them finish college.

I understand your concern  
about my relationship with Jerry. Things  
are already <sup>bad</sup> I talked to both boys  
and told them I'd be at Maureen's  
for Christmas. Neither has called here  
since including my birthday December  
28.

Please let me know what you  
need for a retainer. Can you  
start immediately to get the  
river property back soon

Lee E. M. Kee

Mar-12-2007

08:50am

From-Social SERVICES

+2086662848

T-468 P.002/003 F-246

## TIMELINE

- 1971 Oct 1 Purchase of North Fork river property (33 acres) by two couples each 1/2 interest Bill and Natalie, Jerry and Mina.
- 1988 July 12 Recorded Community Property Agreement
- 1989 Recorded pay-off of North Fork River property- paid off couple years earlier
- 1994 June 26 date on Natalie's supposed "will"
- 1994 December 19 Natalie died
- 1997 Summer Maureen moved to Spokane from Mission Viejo, CA - rented house, Bill cosigned.
- 1999, Nov 16 Will of Bill written by Nancy McGee notarized, leaves his 1/2 of North Fork property to Mina & Jerry. \$5,000 to brother Craig, incidentals to grandchildren, remainder to Maureen.
- 2000, March 13 Quitclaim Deed for North Fork river property from Bill McKee to Jerry and Mina McKee, executed and recorded in Shoshone County, ID, Court House
- 2000, March 14 Closing on sale of Moyie Lake, B.C. property, \$300,000 U.S. sale price.
- 2001, April 3 West Valley Realty (Pinhurst, ID) Broker valuation letter on North Fork property: Value of entire property: \$34,180.
- 2001, May 26 Qualchan Estates house purchased for Maureen in Spokane, deed and mortgage in Bill's name, Title Insurance: \$195,000
- 2002, May/June Bill visited Jerry and Mina in LA, declared financial disaster, "I'm broke."
- 2002, Summer Checks given by Jerry and Mina to Bill for \$6,300 and \$2,163- for Priest Lake cabin lease. We promised to visit in August and continue to help. \$6,500 was immediately taken out of Bill's account from ATM in Spokane. He said it "disappeared." We told him to take Maureen's name off his account.
- 2002, August We visited Bill, worked out budget/plan, begin paying down his debt with our funds. Met with Maureen, offered her same manner of help. She refused.
- 2002, Nov Maureen asked Jerry to buy her property on the North Fork river (all of it). Received Fax from Maureen and letter from Bill which mentioned Natalie's "will."
- 2002 Dec We allowed Maureen all proceeds from timber sale on North Fork property: \$11,200 +
- 2002/2003 For the sake of family peace, we made several offers to Maureen  
 (a) offered 1/2 of \$34,180 - she said property was worth \$75,000.  
 (b) offered 1/2 of \$75,000 - she responded property worth \$150,000 now.  
 (c) offered 1/2 of \$150,000 minus what we had paid on Maureen's and Bill's debts- she responded "that's not enough."

Mar-12-2007 08:51am

From-SOCIAL SERVICES

+2086662948

T-459 P.003/003 F-246

2003-2004 Received several letters from Maureen to Jerry.

2004 August Maureen obtained Natalie's "will."  
We all met with attorney who drafted Bill's 1999 will- Nancy McGee.

2005 January Maureen got Bill's Power of Attorney, put her name back on his Bank of America checking and charge accounts then left for Reno.

2005 March 1 We received a letter from Garth, addressed to "Uncle Jerry." Letter dated 2/23/05

2005 March 29 We visited Bill in Osburn. Bill didn't know what he had signed, but Peacock's secretary told Bill he had signed a Power of Attorney. March 30, Bill and Jerry talked with Mr. Peacock re Bill's Power of Attorney.

2005 Aug Bill called us and asked us to come get him for a visit. He visited us in Sandpoint...later Maureen and he claimed we kidnapped him and tried to give away his dog.

2005 Nov. We offered to sell North Fork property, give half of proceeds to Bill, minus funds paid on his and Maureen's debts, 1/2 timber proceeds and 1/2 of 3 years taxes and insurance.

2006 Jan Maureen recorded Power of Attorney for Bill (signed on (\*\* Date? ))  
Maureen opened informal probate of Natalie's estate, named only asset as river property.  
Maureen filed Les Pendens on North Fork property  
Maureen refinanced Bill's house in Osburn to take out equity.

2006 June Maureen and Bill claimed we stole guns and coins from Bill, tried to press criminal charges and made insurance claim. Osburn Police Chief Spike Angle would not accept Bill's charges because of competency and Maureen refused to sign the charges, though she stated them repeatedly.

2006 Fall Maureen refinanced the Spokane house to take out the equity.

2007 January Maureen paid for a California cruise for herself and her three sons without telling Bill.

2007 February Maureen got Bill to give her the Priest Lake lease, his last asset.

\*\* Some of Bill's bank accounts are in his and Maureen's name. At least one of them is in his name with Maureen listed as POD.

\*\*\* Check the date is on the recorded Power of Attorney. Is it the same one signed in March of 2005?

MICHAEL F. PEACOCK  
Attorney at Law  
123 McKinley Avenue  
Kellogg, Idaho 83837  
Telephone: (208) 783-1231  
Facsimile: (208) 783-1232  
Idaho State Bar No. 2291

#38  
STATE OF IDAHO  
COUNTY OF SHOSHONE/SS  
FILED

2007 FEB 26 P 4:04

PEGGY WHITE  
CLERK DIST. COURT

*Bill Elliott*

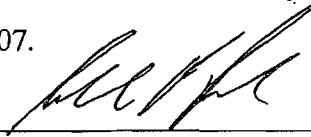
IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ESTATE OF )	CASE NO. CV-2006- 40
)	
NATALIE PARKS McKEE,	) NOTICE OF TAKING OF THE
)	DEPOSITION OF
)	BILL McKEE
)	
Deceased.	)
)	

NOTICE IS HEREBY GIVEN that, Pursuant to Rule 30 IRCP, the undersigned will take the audio visual deposition of Bill McKee on the 15th day of March, 2007, at 10:00 a.m., at 111 Main , Kellogg, ID 83837 in the Evans, Keane conference room before a certified court reporter State of Idaho who is authorized to take oaths.

You are notified to appear and take part in the examination as you may deem proper.

DATED this 26<sup>th</sup> day of February, 2007.

  
MICHAEL F. PEACOCK  
Attorney for Personal Representative

1. NOTICE OF DEPOSITION

**CERTIFICATE OF SERVICE**

I hereby certify that on the 26th day of February, 2007, a true and correct copy of the foregoing was served by:

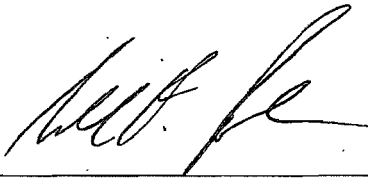
☒ regular mail, postage prepaid;

☐ hand delivered

☐ facsimile

to:

Michael Branstetter  
Attorney at Law  
416 River St.  
Wallace, ID 83873



---



Michael K. Branstetter  
HULL & BRANSTETTER CHARTERED  
Attorneys at Law  
P.O. Box 709  
Wallace, ID 83873  
Telephone: (208) 752-1154  
Facsimile: (208) 752-0951  
ISB #2454

#39  
JUDGE OF IDAHO  
COUNTY OF SHOSHONE/SS  
FILED  
2007 MAR 12 P 4:16  
PERRY WHITE  
JUDGE DIST COURT  
*Paul Elliott*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

---

In the Matter of the Estate	)	Case No. CV-06- 40
	)	
	)	
of	)	MOTION TO STRIKE AFFIDAVIT
	)	OF BILL E. McKEE
	)	
NATALIE PARKS McKEE,	)	
	)	
Deceased.	)	

---

COMES NOW Jerome S. McKee by and through his attorney Michael K. Branstetter of Hull & Branstetter Chartered and pursuant to Rule 12(f) of the Idaho Rules of Civil Procedure files his Motion To Strike Affidavit of Bill E. McKee dated January 26, 2007 received on March 8, 2007 upon the following grounds and reasons:

A. The Court may and is therefore requested to take judicial notice of the filings in Shoshone County Case Number CV-07-120: In the Matter of The Guardianship and Conservatorship of Bill E. McKee. The affiant is not competent.

B. The affidavit does not meet the requirements of personal knowledge, set forth facts which would be admissible in evidence and show affirmatively the competence of the affiant to testify to matters therein.

C. None of the statements are relevant to Jerome S. McKee's Motion To Dismiss and Objection To Partial Distribution.

D. In particular, objection is made to the following numbers in the affidavit:

3. Hearsay.
4. Foundation, hearsay.
5. Foundation, conclusion, hearsay.
6. Foundation, conclusion, hearsay.
7. Foundation, hearsay.
8. Conclusion, hearsay.
9. Conclusion, hearsay, constitutes a legal opinion.
10. Conclusion, constitutes a legal opinion.
13. Foundation, parol, hearsay.
14. Foundation, conclusion, hearsay, parol.

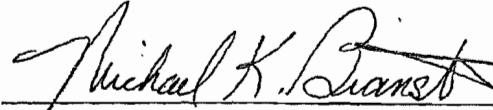
15. Conclusion, foundation.
16. Foundation.
17. Conclusion, foundation.
18. Foundation, hearsay, parol.
19. Conclusion, hearsay, parol, constitutes a legal opinion.
20. Conclusion, hearsay.
21. Conclusion, constitutes a legal opinion, foundation.
22. Foundation, hearsay, parol, constitutes a legal opinion.
24. Conclusion, foundation, constitutes a legal opinion, hearsay.
25. Foundation, hearsay, conclusion.
26. Hearsay, foundation.
27. Conclusion, hearsay, foundation, parol.
28. Hearsay.
30. Foundation.
31. Hearsay, foundation, conclusion.
32. Foundation, hearsay.
33. Foundation, hearsay.

This Motion is supported by the papers, pleadings and records on file herein.

This Motion will be brought on for hearing on March 16, 2007 at 9:00 a.m.

Oral argument is respectfully requested on the foregoing Motion to Strike.

DATED this 12<sup>th</sup> day of March, 2007.



Michael K. Branstetter, Hull & Branstetter  
Chartered, attorneys for Jerome S. McKee.

### CERTIFICATE OF SERVICE

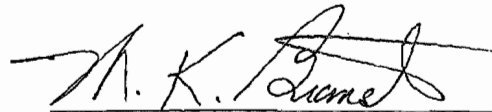
I hereby certify that I caused a true and correct copy of the foregoing  
MOTION TO STRIKE AFFIDAVIT OF BILL E. McKEE to be served by the  
method indicated below and addressed to the following on this 12<sup>th</sup> day of March,  
2007:

Michael F. Peacock  
Attorney at Law  
123 McKinley Avenue  
Kellogg, ID 83837

Craig N. McKee  
2203 E. Flat Iron Drive  
Sandy, UT 84093

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Facsimile

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Mail  
☐ Facsimile



#40

STATE OF IDAHO  
COUNTY OF SHOSHONE/SS  
FILED

2007 APR 13 A 11:05

PEGGY WHITE  
CLERK DIST. COURTBY Paul Elliott  
DEPUTY  
By Fax

PAMELA B. MASSEY, P.C.  
Pamela B. Massey  
500 N. Government Way, Suite 600  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 664-6996  
Facsimile: (208) 664-4708  
ISB # 7351  
Attorney for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE  
OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE  
GUARDIANSHIP AND  
CONSERVATORSHIP OF:

BILL E. MCKEE

CASE NO. CV-07-120

MOTION FOR COURT ORDER FOR  
COGNITIVE ASSESSMENT and  
NOTICE OF HEARING  
April 27, 2007 at 9:00 a.m.  
(2<sup>nd</sup> Set)

Petitioner, JEROME MCKEE, through counsel, Pamela Massey, respectfully  
moves the Court for an order for a cognitive assessment of the proposed ward.

Pursuant to Idaho Code § 15-5-503 (b), "[t]he court may, in appropriate cases,  
appoint a mental health professional, defined as a psychiatrist, psychologist,  
gerontologist, licensed social worker, or licensed counselor, to examine the proposed  
ward and submit a written report to the court." This court appointed mental health  
professional is in addition to the court appointed visitor and physician required by I.C. §  
15-5-503 (b).

MOTION FOR COURT ORDER  
FOR COGNITIVE ASSESSMENT

On February 27, 2007, Terry Spohr, Physician's Assistant, completed an affidavit testifying that in his professional opinion Bill E. McKee had signs of increasing dementia, and was unable to understand, make or communicate responsible decisions. In addition, Terry Spohr, noted that Bill E. McKee was having difficulty with his thought processes and having trouble making day to day decisions. *Affidavit of Terry Spohr, previously filed.*

In Terry Spohr's most recent report, dated March 28, 2007, in which he examined Bill E. McKee, *with his daughter present*, Mr. Spohr retracts his earlier assessment and makes several general statements regarding his evaluation of the issues as presented by Bill E. McKee and his daughter Maureen. *Report of Terry Spohr, previously filed* Maureen Frickson, being the person from whom protection is sought in the Petition filed February 28, 2007. *Verified Petition for Guardian and Conservator of Incapacitated Person, previously filed.*

Due to the discrepancy in Terry Spohr's professional opinion, as well as the difficulty Terry Spohr has distinguishing between hearing loss and dementia, it is respectfully requested that this court appoint a mental health professional as outlined in Idaho Code 15-5-303 (b) to interview, evaluate and test Bill E. McKee's cognitive abilities *without his daughter present*, in order to ascertain an accurate picture of Bill E. McKee's cognitive functioning.

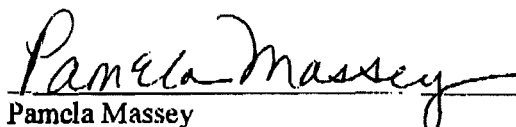
Additionally, Leah Stern, licensed social worker, appointed by this court as the visitor in this matter, has recommended that Bill E. McKee, have additional testing due to the complexities of the situation. Ms. Stern reports that she has been unable to visit with Bill E. McKee without his daughter being present complicating her ability to assess Bill

E. McKee and report her findings and impressions. *See affidavit of Leah Stern, filed and incorporated herewith.*

THEREFORE, Petitioner respectfully requests the Court appoint a psychologist to perform a cognitive evaluation and assessment on the proposed ward and submit a report as to his/her findings to this Court.

This motion has been set on for hearing on April 27, 2007, at 9:00 a.m.

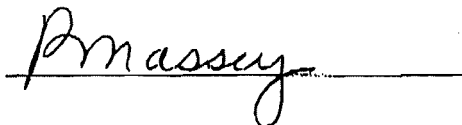
DATED: April 13, 2007

  
Pamela Massey  
Attorney for Petitioner Jerome McKee

**Certificate of Service**

I HEREBY CERTIFY that a true and correct copy of the foregoing MOTION FOR COURT ORDER FOR COGNITIVE ASSESSMENT and NOTICE OF HEARING was served on the following parties by facsimile transmission this 13<sup>th</sup> day of April, 2007.

John J. Rose, Jr.  
208-786-8005



Apr-13-2007 12:21pm From-SOCIAL SERVICES

+2036662848

T-892 P.002/009 F-306

Apr. 13 2006 10:33AM P2

STATE OF IDAHO  
COUNTY OF SHOSHONE/SS  
FILED

2007 APR 13 A 11:02

PEGGY WHITE  
CLERK DIST. COURTBY *Gail Elliott*  
DEPUTY By Fax

**PAMELA B. MASSEY, P.C.**  
 Pamela B. Massey  
 500 N. Government Way, Suite 600  
 Coeur d'Alene, Idaho 83814  
 Telephone: (208) 664-6996  
 Facsimile: (208) 664-4708  
 ISB # 7351

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE  
 OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE**

**IN THE MATTER OF THE  
 GUARDIANSHIP AND  
 CONSERVATORSHIP OF:**

**BILL E. MCKEE**

**CASE NO. CV-07-120**

**AFFIDAVIT OF LEAH STERN,  
 LICENSED SOCIAL WORKER AND  
 APPOINTED VISITOR IN SUPPORT OF  
 MOTION FOR ORDER FOR  
 COGNITIVE ASSESSMENT**

State of Idaho )  
 ) ss.  
 County of Shoshone )

I, Leah Stern, under oath do state as follows:

1. That I am over the age of eighteen and a competent to testify pertaining to the matter captioned above;
2. I am the Court appointed Visitor in this matter;
3. I have been unable to interview Bill E. McKee without his daughter being present;



4. In my report that is forthcoming, I am recommending that Bill E. McKee have additional cognitive testing by a psychologist due to the complexities of this case and my inability to interview the ward alone.

## FURTHER AFFIANT SAYETH NAUGHT

Leah Stern  
Affiant

4/13/07  
Date

SUBSCRIBED AND SWORN to before me this 13th day of April 2007.



Tamara Garner  
NOTARY PUBLIC  
For the State of Idaho  
Residing at: Kootenai  
My Commission expires: 5/21/07

LAW OFFICE OF  
JOHN J. ROSE, JR., PC  
708 W. Cameron Avenue  
Kellogg, Idaho 83837  
Phone: (208) 783-3501  
ISB #2094

Attorney retained by Bill E. McKee

#41  
STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

2007 APR 27 PM 1 03

PEGGY WHITE  
CLERK DIST. COURT

BY Paul E. Smith  
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

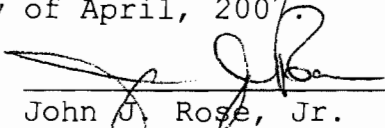
IN THE MATTER OF THE ] CASE NO. CV 07-120  
GUARDIANSHIP AND ]  
CONSERVATORSHIP OF ] NOTICE OF DEPOSITION  
] OF BILL E. MCKEE  
BILL E. MCKEE ]  
]

TO: Pamela Massey, attorney for Jerome McKee.

PLEASE TAKE NOTICE that Bill E. McKee, pursuant to Rule 30 of the Idaho Rules of Civil Procedure, will take upon oral examination of Bill E. McKee before a Notary Public and Court Reporter, or in case of his inability to act or be present, before some other officer authorized to administer oaths, on May 15, 2007, at 10:00 a.m. and thereafter from day to day as the taking of the deposition may be adjourned, at 708 W. Cameron Ave., Kellogg, ID, at which time and place you are notified to appear and take such part in the examination as you may deem proper.

1. NOTICE OF DEPOSITION OF BILL E. MCKEE

DATED this 26 day of April, 2007.

  
\_\_\_\_\_  
John J. Rose, Jr.  
Attorney for Bill E. McKee

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by the method indicated below to the following this 26 day of April, 2007.

Pamela B. Massey, P.C.  
500 N. Government Way, Suite 600  
Coeur d' Alene, ID 83814

Fax 664-4708

\_\_\_\_ U.S. MAIL  
\_\_\_\_ HAND DELIVERED  
\_\_\_\_ OVERNIGHT MAIL  
X FACSIMILE

  
\_\_\_\_\_

LAW OFFICE OF  
JOHN J. ROSE, JR., PC  
708 W. Cameron Avenue  
Kellogg, Idaho 83837  
Phone: (208) 783-3501  
ISB #2094

Attorney retained by Bill E. McKee

STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

2007 APR 27 PM 1 03

PEGGY WHITE  
CLERK DIST. COURT  
BY Sail Elliott  
DEPUTY

#42

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ] CASE NO. CV 07-120  
GUARDIANSHIP AND ]  
CONSERVATORSHIP OF ] NOTICE OF DEPOSITION  
] OF JEROME MCKEE  
BILL E. MCKEE ]  
]

TO: Jerome McKee, and Pamela Massey, attorney for Jerome  
McKee.

PLEASE TAKE NOTICE that Bill E. McKee, pursuant to Rule 30 of  
the Idaho Rules of Civil Procedure, will take upon oral examination  
of Jerome McKee before a Notary Public and Court Reporter, or in  
case of his inability to act or be present, before some other  
officer authorized to administer oaths, on May 15, 2007, at 9:00  
a.m. and thereafter from day to day as the taking of the deposition  
may be adjourned, at 708 W. Cameron Ave., Kellogg, ID, at which  
time and place you are notified to appear and take such part in the

1. NOTICE OF DEPOSITION OF JEROME MCKEE

examination as you may deem proper.

Jerome McKee is required to bring with him to the deposition the following documents. The term "document" means and includes any and all tangible things and documents, whether written, recorded, graphic typewritten, printed or otherwise visually reproduced or capable of reproduction (including but not limited to papers, agreements, contracts, letters, cables, wires, notes, memoranda, correspondence, telegrams, patents, books reports, studies, minutes, records, accounting books, maps, plans, blueprints, sketches, charges, drawings, diagrams, photographs, movies, files, videotapes, audio tapes, assignments, notebooks, ledgers, bills, statements, invoices, checks, receipts, analyses, surveys, transcriptions and reports), of which you have knowledge or information, in your possession or under your control, referring, relating or pertaining in any way to the subject matters in connection with which the work is used, and includes but without limitations, all originals, all file copies, and all other copies, no matter how or by whom prepared, and all drafts prepared in connection with such documents, whether used or not.

1. An inventory of all property belonging to Bill E. McKee in your possession.

2. A list of all expenses paid for Bill E. McKee in the last twelve (12) months.

3. Phone records showing all contact with Bill E. McKee or

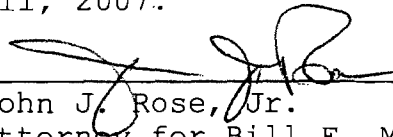
2. NOTICE OF DEPOSITION OF JEROME McKEE

Maureen Erickson for the last twelve (12) months.

4. A list of all insurance benefits paid for Bill E. McKee since August 2005.

5. All insurance policies of Bill E. McKee.

DATED this 26 day of April, 2007.

  
\_\_\_\_\_  
John J. Rose, Jr.  
Attorney for Bill E. McKee

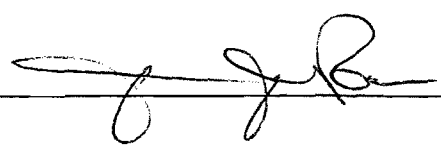
#### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by the method indicated below to the following this 26 day of April, 2007.

Pamela B. Massey, P.C.  
500 N. Government Way, Suite 600  
Coeur d' Alene, ID 83814

Fax 664-4708

\_\_\_\_ U.S. MAIL  
\_\_\_\_ HAND DELIVERED  
\_\_\_\_ OVERNIGHT MAIL  
X FACSIMILE

  
\_\_\_\_\_

3. NOTICE OF DEPOSITION OF JEROME McKEE

#43

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE  
MAGISTRATE DIVISION

IN THE MATTER OF THE	)	
GUARDIANSHIP AND	)	Case No. CV07-120
CONSERVATORSHIP OF:	)	
	)	ORDER DENYING MOTION
BILL E. MCKEE,	)	
_____	)	

A Motion For Court Order For Cognitive Assessment And Notice Of Hearing took place on April 27, 2007. The motion was made by Jerome McKee, through attorney Pamela Massey. The motion was opposed by Bill E. McKee, through his attorney, John J. Rose, Jr. Following the hearing, each party submitted memorandum.

Idaho Code Section 15-5-303(b) provides that the Court may appoint mental health professionals in appropriate cases. Since the hearing on April 27, 2007 the Court has had an opportunity to review the Report of Visitor (file stamped April 25, 2007) as well as the affidavits in support of the motion and affidavits in opposition to the motion. Each party's memorandum has also been considered.

While there is some indication that Bill E. McKee was not fully cooperative with aspects of the required court reports, the Report of Visitor is thorough regarding the condition and circumstances of Bill E. McKee.

Based upon the Court's review of the affidavits and Report of Visitor, the Motion for Cognitive Assessment will be denied. However, depending upon the evidentiary presentation at the time of trial in this matter, the Court reserves the right to require of Mr. McKee that he undergo further testing, cognitive or otherwise, following trial. If further testing is deemed necessary or appropriate, a decision on the appointment of a guardian and conservator for Bill E. McKee would necessarily have to be taken under advisement.

DATED this 14<sup>th</sup> day of May, 2007.



PATRICK R. MCFADDEN - 367  
DISTRICT COURT MAGISTRATE

Certificate of Mailing

I hereby certify that copies of the foregoing were mailed first class, postage pre-paid or hand delivered to the following parties on this 14 day of May, 2007:

JOHN J. ROSE, JR.

Attorney for Subject

708 W. Cameron Avenue

Kellogg, ID 83837

fax 781-8005

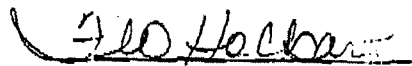
PAMELA B. MASSEY

Attorney for Petitioner

500 N. Government Way, Suite 600

Coeur d'Alene, ID 83814

208-664-4708 - fax



Deputy Clerk

ORDER DENYING MOTION



#44

STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

2007 JUN 8 PM 4 16

PEGGY WHITE  
CLERK DIST. COURT  
BY Gail Elliott  
DEPUTY

PAMELA B. MASSEY, P.C.  
Pamela B. Massey  
500 N. Government Way, Suite 600  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 664-6996  
Facsimile: (208) 664-4708  
ISB # 7351  
Attorney for Petitioner

Charles R. Dean, Jr. ISB#5763  
Dean & Kolts  
2020 Lakewood Dr., Ste 212  
Coeur d'Alene, ID 83814  
(208) 664-7794/ (208) 664-9844 FAX  
Attorney for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE  
OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE  
GUARDIANSHIP AND  
CONSERVATORSHIP OF:

BILL E. MCKEE

CASE NO. CV-07-120

MOTION FOR SECOND OPINION AND  
POSTPONEMENT OF SURGERY

### INTRODUCTION

Petitioner, JEROME MCKEE, through counsel, Pamela Massey, respectfully moves this Court for an order for a second opinion and postponement of surgery scheduled for Bill E. McKee.

### FACTS

On March 28, 2007, Terry Spohr, Physician's Assistant, submitted his report to the Court which stated in part that "he (Bill) has severe aortic valve insufficiency, but at his age of 90 it is going to be somewhat touchy to go through this big operation." See *report of Terry Spohr, PA, previously filed.*

MOTION FOR SECOND OPINION  
AND POSTPONEMENT OF SURGERY

On April 26, 2007, Ms. Maureen Erickson, filed an affidavit stating the following: "[m]y father requires heart surgery and that is expected to occur during the week of May 21, 2007. I was told in early April that the surgery needs to be performed within weeks." *See Aff. of Maureen Erickson, previously filed.*

On May 15, 2007, during the taking of his deposition, Mr. McKee stated that he did not know what surgery he was contemplating; he did not know who is cardiologist is; and was not sure that the surgery was necessary. Additionally, he responded to questions regarding the surgery by stating that Maureen scheduled a surgery for him and that he had "mixed emotions" regarding the surgery even adding, "...I don't know that I am sure, but she (Maureen) is a tough boss so I probably will." *See aff. of Pamela B. Massey filed herewith.*

On May 16, 2007, Mr. Bill McKee stated that he would likely be unavailable at the time of hearing because of surgery and recovery. *See aff. of Bill E. McKee, previously filed.*

On May 22, 2007, Dr. Fuhs wrote a letter attached to the affidavit of John J. Rose, Jr. stating that "risks of surgery are high enough for neurological injury that the legal decision of guardianship probably should be made prior to the surgery." *Aff. of John J. Rose, Jr., previously filed.*

During oral argument on the Motion for an Order Appointing a Temporary Conservator, or in the Alternative, an Order Prohibiting the Encumbrance, Sale, or Transfer of the Proposed Ward's Real Property and Real Property Transferred to Maureen Erickson, counsel for the proposed ward stated that surgery was scheduled for the "13<sup>th</sup>".

### ARGUMENT

Despite continued assertions in the past of the ward's inability to participate in these proceedings due to scheduled cardiac surgery, the surgery has not occurred. Now, counsel for the ward again warns the Court that surgery is scheduled for "the 13<sup>th</sup>." After continued delays and conflicting information, it is apparent that a second opinion is needed to assess the risks of the surgery and if surgery is indeed scheduled for "the 13<sup>th</sup>", then postponement is appropriate until such a time that a determination can be made

MOTION FOR SECOND OPINION  
AND POSTPONEMENT OF SURGERY

regarding Bill E. McKee's competency and the need for the appointment of a guardian as it is clear that he does not understand the surgery or its risks.

Cardiac surgery on a 91 year old man is not something to be taken lightly or rushed into without adequate understanding of the nature and reasons for the procedure. Mr. Bill E. McKee obviously has neither. The proposed ward has no idea what surgery he is scheduled for and admits in his deposition that he does not think it is a necessity. He also states that Maurcen Erickson is "a tough boss" and that she is the one who scheduled and arranged for the surgery. *See Aff. of Pamela Massey, filed herewith.*

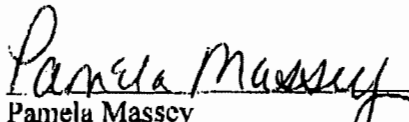
Additionally, Dr. Fuhs, Bill E. McKee's cardiologist notes the risks of the surgery and states that the risks of surgery are high enough to warrant that the guardianship issue be resolved prior to the surgery. *See aff. of John J. Rose, Jr., previously filed.*

Lastly, Ms. Erickson, who purports to be acting on behalf of the proposed ward, has not communicated with her siblings about her father's medical condition; proposed surgery and the risks involved. *See aff. of Jerome S. McKee, filed herewith.*

With the proposed ward's lack of understanding of the surgery; the cardiologist's statement that guardianship issue should probably be resolved prior to surgery due to the risks involved; the continued delay of the surgery, thus indicating that it is not an emergency procedure, it is in the proposed ward's best interest to receive a second opinion and postponement of the surgery until the issue of the proposed ward's competency can be decided by this Court.

THEREFORE, Petitioner respectfully requests the Court require a second opinion by a cardiologist and the postponement of any elective surgery until such a time that Bill E. McKee is determined to be competent or to need a guardian to act in his best interests and make informed health care decisions.

DATED: June 8, 2007.

  
Pamela Massey  
Attorney for Petitioner Jerome S. McKee

MOTION FOR SECOND OPINION  
AND POSTPONEMENT OF SURGERY

**Certificate of Service**

I HEREBY CERTIFY that a true and correct copy of the foregoing MOTION FOR SECOND OPINION AND POSTPONEMENT OF SURGERY was served on the following parties by facsimile transmission this 8th day of June, 2007.

John J. Rose, Jr.  
208-786-8005

---

MOTION FOR SECOND OPINION  
AND POSTPONEMENT OF SURGERY

STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

2007 JUN 8 PM 4 16

PAMELA B. MASSEY, P.C.  
Pamela B. Massey  
500 N. Government Way, Suite 600  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 664-6996  
Facsimile: (208) 664-4708  
ISB # 7351  
Attorney for Petitioner

PEGGY WHITE  
CLERK DIST. COURT  
BY *Paul E. White*  
DEPUTY

Charles R. Dean, Jr. ISB#5763  
Dean & Kolts  
2020 Lakewood Dr., Ste 212  
Coeur d'Alene, ID 83814  
(208) 664-7794/ (208) 664-9844 FAX  
Attorney for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE  
OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE  
GUARDIANSHIP AND  
CONSERVATORSHIP OF:

BILL E. MCKEE

CASE NO. CV-07-120

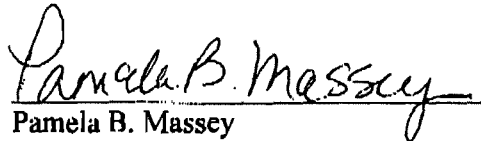
MOTION FOR ORDER SHORTENING  
TIME ON HEARING THE  
PETITIONER'S MOTION FOR SECOND  
OPINION AND POSTPONEMENT OF  
SURGERY

Comes now, Jerome McKee, the Petitioner in the above captioned matter, by and  
through his counsel of record, PAMELA MASSEY, and hereby requests this court  
shorten the time required to hear Petitioner's request for a second opinion and  
postponement of surgery.

Motion to Shorten Time  
Page 1 of 2

Due to the proposed ward's representations of the surgery being scheduled for "the 13<sup>th</sup>", Petitioner respectfully requests that this matter be set for telephonic hearing as soon as the Court's schedule allows.

DATED this 8th day of June, 2007.

  
Pamela B. Massey  
Attorney for Petitioner

**Certificate of Service**

I HEREBY CERTIFY that a true and correct copy of the foregoing MOTION TO SHORTEN TIME was served on the following parties by facsimile transmission this 8<sup>th</sup> day of June, 2007.

John J. Rose, Jr.  
208-786-8005

---

STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

#45

2007 JUN 14 AM 9 55

PAMELA B. MASSEY, P.C.  
Pamela B. Massey  
500 N. Government Way, Suite 600  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 664-6996  
Facsimile: (208) 664-4708  
ISB # 7351  
Attorney for Petitioner

PEGGY WHITE  
CLERK DIST. COURT  
BY [Signature]  
DEPUTY

Charles R. Dean, Jr. ISB#5763  
Dean & Kolts  
2020 Lakewood Dr., Ste 212  
Coeur d'Alene, ID 83814  
(208) 664-7794/ (208) 664-9844 FAX  
Attorney for Petitioner

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF  
IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE  
GUARDIANSHIP AND  
CONSERVATORSHIP OF:

BILL E. MCKEE

CASE NO. CV-07-120

ORDER SHORTENING TIME ON  
HEARING THE PETITIONER'S  
MOTION FOR SECOND OPINION AND  
POSTPONEMENT OF SURGERY

THE above entitled matter having come before the Court and good cause appearing  
for shortening the time within which to hear Petitioner's request for a second opinion and  
postponement of surgery;

IT IS HEREBY ORDERED that the Petitioner's request for second opinion and  
postponement of surgery be heard on June 12, 07 at the hour of  
1:15 pm by telephonic hearing.

ORDER SHORTENING TIME

1

DATED this 11<sup>th</sup> day of June, 2007.

  
HONORABLE PATRICK MCFADDEN

ORDER SHORTENING TIME

2

Jun. 08 2006 02:54PM P15

501  
FAX NO.: 2086644708

FROM: P. MASSEY + M. BAILLIE



**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 11 day of June, 2007, I caused a true and correct copy of the foregoing ORDER SHORTENING TIME to be served to the following:

PAMELA MASSEY  
500 N. Government Way, Ste 600  
Coeur d'Alene, ID 83814

U.S. MAIL  
Fax (208) 664-4708

JOHN J. ROSE, JR.  
708 W. Cameron Ave  
Kellogg, Idaho 83837

U.S. Mail  
Fax (208) 786-8005

By: Zac Herbert

ORDER SHORTENING TIME

3

502

LAW OFFICE OF  
JOHN J. ROSE, JR., PC  
708 W. Cameron Avenue  
Kellogg, Idaho 83837  
Phone: (208) 783-3501  
ISB #2094

Attorney retained by Bill E. McKee

STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

2007 JUN 14 AM 11 37

PEGGY WHITE  
CLERK DIST. COURT  
BY Molly Anderson  
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

- - - - -

IN THE MATTER OF THE	]	CASE NO. CV 07-120
GUARDIANSHIP AND	]	
CONSERVATORSHIP OF	]	AFFIDAVIT OF
	]	JOHN J. ROSE, JR.
BILL E. MCKEE	]	RE: DEPOSITION EXCERPTS
	]	

- - - - -

STATE OF IDAHO       )  
                          ) ss.  
County of Shoshone)

John J. Rose, Jr., being duly sworn, deposes and says:

Attached hereto as exhibit A is the consultation report of  
Steven J. Nisco, M.D. concerning the heart condition of Bill McKee.

I am the attorney for Plaintiff and excerpts in this affidavit  
are from sworn depositions taken in this case and reproduced herein  
from e-transcripts of the depositions of Bill E. McKee and Jerome  
McKee.

1. AFFIDAVIT OF JOHN J. ROSE, JR. RE: MEDICAL RECORD AND  
DEPOSITION EXCERPTS

At the deposition of Bill McKee, taken on May 15, 2007, the following testimony was taken under oath:

Direct examination by Mr. Rose, page 6

17 Q. Have you been having some heart problems  
18 lately?

19 A. Seems like I always at my age have a few,  
20 particularly -- pretty much standard.

21 Q. Have you been seeing some heart doctors  
22 lately?

23 A. Yes, I have been having some heart  
24 problems and I am scheduled for some heart work in  
25 the next week or so.

page 7

22 Q. Now, are you aware that Jerry is trying  
23 to get guardianship of you?

24 A. Yes, I am.

25 Q. How do you feel about that?

page 8

1 A. I can think of nothing worse.

2 Q. And why?

3 A. We used to get along but we don't at all  
4 any more, he is such a changed individual that I  
5 don't want anything to do with him.

6 Q. Has Jerry attempted to control you in the  
7 past?

8 A. More and more as time has gone on. He  
9 kidnapped me.

page 27

10 Q. Now, do you want Maureen to have the  
11 house in Osburn and the house in Spokane and the  
12 property on Priest Lake?

13 A. Yes.

14 Q. Do you want Jerry to have any of that?

15 A. No.

16 Q. Do you want him to have any control of  
17 it?

18 A. No.

2. AFFIDAVIT OF JOHN J. ROSE, JR. RE: MEDICAL RECORD AND  
DEPOSITION EXCERPTS

19 Q. What about Craig, do you want him to have  
20 any of that property?  
21 A. No.  
22 Q. Do you want him to have any control?  
23 A. No.  
24 Q. If the judge says that you need a  
25 guardian, who do you want your guardian to be?

page 28

1 A. Maureen.  
2 Q. You don't want to consider Jerry?  
3 A. No.  
4 Q. Why not?  
5 A. He is not -- you can't trust him.

Cross examination by Pamela Massey

37

13 Q. The girl who doesn't come any more?  
14 A. Yeah, right.  
15 Q. And why doesn't she come any more?  
16 A. Because I learned that she was  
17 communicating daily with Jerry and that was not part  
18 of her duties, obviously to everyone but her and  
19 Jerry.  
20 Q. Why did you not just ask the agency for a  
21 different care giver?  
22 A. Because I didn't like the agency because  
23 I figured they knew it, too.  
24 Q. That makes sense. There are other  
25 agencies in town?

38

1 A. I haven't called on them yet.

41

3 Q. Have you written a letter to Jerry  
4 telling him that you don't want to see him any more?  
5 A. I think he knows it without me telling  
6 him.  
7 Q. Unfortunately, your relationship hasn't  
8 been the best recently, huh?  
9 A. No, he robbed me blind and various other  
10 lessor things.

3. AFFIDAVIT OF JOHN J. ROSE, JR. RE: MEDICAL RECORD AND  
DEPOSITION EXCERPTS

11 Q. Okay, let's talk about that. How did  
12 Jerry rob you blind?

44

25 Q. What did Jerry supposedly allegedly steal  
45

1 from your safe deposit box?

2 A. Well, first and foremost a hundred and  
3 fifty thousand dollars. I can't remember, but  
4 anything he wanted.

5 Q. A hundred and fifty thousand dollars in  
6 cash?

7 A. Either cash or some other form of money.

8 Q. What other form of money?

9 A. I don't know what you call it, but it was  
10 all over-the-counter acceptable.

11 Q. Why did you have a hundred and fifty  
12 thousand dollars in cash in the safety deposit box?

13 A. Well, I thought it was safe.

14 Q. Where did you get \$150,000 in cash?

15 A. From the sale of property I made in  
16 Canada.

17 Q. Okay, that's the Moyie property?

18 A. Yes.

At the deposition of Jerome McKee, taken on May 29, 2007, the  
following testimony was taken under oath:

Examination by John J. Rose, Jr., page 10

18 Q. Has he ever received care from doctors in the past  
19 that you're aware of for his heart problem?

20 A. Yes.

21 Q. And what doctors?

22 A. I guess Dr. Foos. Foos is the one, but I honestly  
23 don't -- I can't name any others.

24 Q. Have you ever spoken with Dr. Foos?

25 A. No.

11

1 Q. When's the first time that you knew your father to  
2 have visited with Dr. Foos?

3 A. Oh, I don't know. I couldn't recall.

4. AFFIDAVIT OF JOHN J. ROSE, JR. RE: MEDICAL RECORD AND  
DEPOSITION EXCERPTS

19

- 24 Q. When's the last time you spoke with your father?  
25 A. Can I refer to my phone records? I believe it was

20

- 1 March.  
2 Q. Yes, you may refer to your records.  
3 A. Yes, it was.  
4 Q. For how long did you speak with him?  
5 A. Oh, I don't remember.  
6 Q. Does it show on your record there?  
7 A. Not on this printout. It may if we go through all  
8 of these records.  
9 Q. And before -- well, keep your record out there,  
10 please, Mr. McKee. And prior to March -- and March  
11 would be March of '07?  
12 A. Yes.  
13 Q. Prior to then, when was the last time you spoke  
14 with your father?  
15 A. In -- let's see if I'm -- in July of '06.

21

- 9 Q. And do you have a problem with him trying to  
10 qualify for government benefits to provide for that  
11 care?  
12 A. Absolutely not.

38

- 14 Q. Your petition indicated -- and by "your petition,"  
15 the petition for guardianship -- indicated, I believe,  
16 that you were concerned about your father's dissipating  
17 his assets?  
18 A. Yes.  
19 Q. Now, he's been dissipating his assets for many  
20 years, hasn't he?  
21 A. It would appear that way since he's not working.  
22 Q. And he transferred the North Fork property to you  
23 by deed, did he not?  
24 A. He did.  
25 Q. Okay. And you didn't pay him any money for that,

39

- 1 did you?

5. AFFIDAVIT OF JOHN J. ROSE, JR. RE: MEDICAL RECORD AND  
DEPOSITION EXCERPTS

2 A. No, I did not.

61

2 Q. Do you recognize that letter?

3 A. Yes, I do.

4 Q. And is that the letter that you were referring to?

5 A. It was the letter you were referring to, yes.

6 Q. Okay. And that's the letter you received in July  
7 of 2006?

8 A. This is a copy of it, yes.

9 Q. And do you recognize the handwriting on it?

10 A. Yes.

11 Q. And whose writing do you recognize it to be?

12 A. My father, Bill McKee.

13 Q. He starts out in this letter saying: I'm not

14 crazy or losing my mind.

15 Did you think he was crazy or losing his mind at  
16 that time?

17 A. Not really crazy or losing his mind, no.

67

14 Q. Do you have your record to tell me when your  
15 February conversation was?

16 A. It was on March 15<sup>th</sup>.

67

20 Q. And what was your March 15th conversation?

21 A. I think I just told you that I asked how he was  
22 doing, if he was okay, asked him if he still wanted us  
23 not to contact him and --

24 Q. Did he say how he was doing?

25 A. Well, he said he was doing okay, considering.

68

1 Q. And did he say -- you asked him if he was okay.

2 Did he say if he was okay?

3 A. He said he was doing okay, considering.

4 Q. Well, you gave me two different questions there.

5 A. I --

6 Q. And you asked him if he felt the same. What was  
7 the third question you asked him?

8 A. Well, I asked him how he was doing, if he still

9 felt the same that he had about the letter in that he  
10 did not want any contact with me or from my brother.  
11 And I don't know, I mean --  
12 Q. And that was still true?  
13 A. Yeah, he said it was still true.

99

14 Q. You saw your father prior to coming here today?  
15 A. Ran into him at McDonald's.  
16 Q. And how did he react to you then?  
17 A. Well, we didn't have a long conversation. I went  
18 up to him and said, Hi, Daddy, and said -- I told him I  
19 loved him. And he said, well, you have a funny way of  
20 showing it.

82

11 Q. Your petition continues: A current emergency  
12 exists as his daughter is now seeking to coerce her  
13 father into signing over his remaining assets to her.  
14 What evidence did you have of that at the time you  
15 filed this petition?  
16 A. We talked to the people at the Idaho Department of  
17 Land and discovered that they were attempting to  
18 transfer the property to her name.

83

1 Q. Well, your answer was that you -- the Department  
2 of Lands had submitted an application to transfer what  
3 property?  
4 A. The Priest Lake leased property.  
5 Q. The Priest Lake leased property. What evidence do  
6 you have to believe that Bill was coerced into that?  
7 A. Well, I don't believe he would do it if he had --  
8 if he were thinking clearly. And I don't -- so there.  
9 Q. Okay. What evidence do you have to believe that  
10 he was coerced into it?  
11 A. Just the fact that it's non -- it doesn't make any  
12 sense. If it's his last asset and he doesn't have  
13 enough to live on, why would he transfer it away? Who  
14 is going to pay for his support?

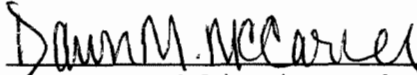


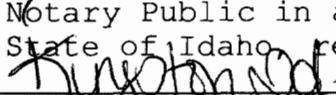
DATED this 12 day of June 2007.

  
John J. Rose, Jr.

Subscribed and sworn to before me this 12 day of June 2007.



  
Notary Public in and for the  
State of Idaho, residing at:

  
Commission expires 12/2011

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing  
was served by the method indicated below to the following this 12  
day of June 2007.

Pamela B. Massey, P.C.  
500 N. Government Way, Suite 600  
Coeur d' Alene, ID 83814

Fax 664-4708

\_\_\_\_ U.S. MAIL  
\_\_\_\_ HAND DELIVERED  
☒ OVERNIGHT MAIL  
\_\_\_\_ TELECOPY (FAX)



8. AFFIDAVIT OF JOHN J. ROSE, JR. RE: MEDICAL RECORD AND  
DEPOSITION EXCERPTS

**NORTHWEST HEART AND LUNG SURGICAL ASSOCIATES, P.S.**  
**Cardiac, Thoracic, and Vascular Surgery**

DIPLOMATES  
THE AMERICAN BOARD OF SURGERY  
THE AMERICAN BOARD OF THORACIC SURGERY

JACK J. LEONARD, M.D.  
WILLIAM S. COLEMAN, M.D.  
LELAND G. SIWEK, M.D.  
BRANDEN R. REYNOLDS, M.D.  
NEIL K. WORRALL, M.D.  
D. VERNON HOLBERT, M.D.  
STEVEN J. NISCO, M.D.  
MANDYA VISHWANATH, M.D.  
SAMUEL L. SELINGER, M.D. RETIRED  
RALPH BERG, JR, M.D. RETIRED

**CONSULTATION**

**Date:** April 9, 2007

**RE:** MCKEE, BILL

**DOB:** [REDACTED]

**REFERRING PHYSICIAN:** Bryan Fuhs, M.D.

**IDENTIFICATION:** Bill is a 90-year-old gentleman living independently at the present time outside of Wallace, Idaho, with critical aortic stenosis being considered for elective aortic valve replacement.

**HISTORY OF PRESENT ILLNESS:** Bryan, thank you for asking me to meet Bill McKee and his daughter. Bill, his daughter, and I had a fairly lengthy discussion today about his current medical condition and in particular the risks for someone at his age going through open-heart surgery for replacement of an aortic valve. As you know, Bill has had some weight loss and is starting to slow down. He had moderate aortic stenosis on an echocardiogram a few years back and because of these symptoms he came in to see you, Dr. Fuhs, and was found to have a progressive aortic stenosis that was quite noticeable on the echo. Your careful evaluation has shown that he has a velocity across his valve of almost 5 meters/second, which gives him a valve area of 0.6 and a mean gradient in the 50s with peak gradients of 90. There is preserved left ventricular function and no significant mitral regurgitation. Cardiac catheterization shows trivial coronary disease in the circ and right but nothing that I would graft. You were able to get across his valve and confirm the valve area in the 50 range.

Bill, at his age, is still getting about and living independently. He is starting to have problems with balance. He has had problems with swallowing in the past. His appetite has been good, but he has lost some weight. He, at the present time, weighs about 115 pounds. He walks his dogs three times a day and gets up a pretty steep hill to do so. He does get a little short of breath with this and gets a little lightheaded with standing but has not passed out. He sleeps flat at night without orthopnea or paroxysmal nocturnal dyspnea. He has mild edema.

**PAST MEDICAL HISTORY:**

1. Arthritis.
2. Aortic stenosis.

**RE: MCKEE, BILL**

April 9, 2007

Page Three

symptoms of aortic stenosis as are his slowing down with activity. There is very little question that he has a surgical aortic valve. The question is whether at his age and condition whether surgery is a reasonable strategy.

Bill certainly has increased risks of stroke and aspiration with the surgery. To prevent stroke, I would recommend using one of our Edwards cannulae with a deployable mesh to catch any embolization that could come from cross-clamping or debriding the valve. We will have to be very careful postoperatively with advancing his diet and respiratory precautions to protect against pneumonia. His heart function is good, and I would not touch his coronaries, so I think the risk of cardiac problems postoperatively are low.

Not everyone at age 90 needs to have the surgery, of course, at the end stages of life, and we also discussed just having him continue on along as he is accepting the natural deterioration that would come with time. I discussed a little bit about heart failure and sudden death from syncope, and we felt that Bill was strong enough to come through surgery with a perioperative mortality of between 5 and 10%. He and his daughter will go home and think about this, but I know that Bill is in favor of doing surgery. I have recommended that he see a dentist prior to proceeding with surgery to work on his teeth and then having surgery, if he decides to go ahead with it, electively at Deaconess Medical Center sometime in the next month. Thank you, Bryan, for your kind referral.

Steven J. Nisco, M.D.

SJN/tal

**RE: MCKEE, BILL**

April 9, 2007

Page Two

**MEDICATIONS:**

1. Digoxin 0.25 a day.
2. Toprol XL 50 a day.

**ALLERGIES:** No known drug allergies.

**SOCIAL HISTORY:** His wife passed away of breast cancer. He worked for Boeing, NASA, and Hecla Mines. He is now retired and living in Wallace. His daughter is considering assisted living. He is a nonsmoker; he stopped in the 40s.

**REVIEW OF SYSTEMS:** Performed through 14 areas.

**ENDOCRINE:** No history of diabetes or thyroid disease.

**CARDIOVASCULAR:** Noted above. No history of irregular heartbeat or syncope.

**RESPIRATORY:** Negative for asthma, coughing, or emphysema.

**GASTROINTESTINAL:** Negative for ulcers, stomach pains, vomiting blood. No history of hepatitis or jaundice.

**MUSCULOSKELETAL:** He has arthritis but no major muscle weakness.

**NEURO:** He says he had a stroke associated with shoulder surgery and problems swallowing thereafter but made a complete recovery.

**GENITOURINARY:** No kidney problems or problems voiding. He has had kidney stones.

**HEMATOLOGIC:** He has no bleeding problems.

**ENT:** He has moderate hearing loss noted.

**CONSTITUTIONAL:** No dizziness or vertigo. No constitutional symptoms other than mild weight loss.

**PHYSICAL EXAMINATION:**

**GENERAL:** He appears his age at age 90 but is vigorous. He is hard of hearing. Height is 5 feet 8 inches. Weight is 120 pounds. Blood pressure is 108/68. Heart rate is 72 and regular.

**HEENT:** Sclerae are anicteric. Oropharynx shows moderately poor dentition with a few cracked teeth inferiorly. He has a bridge superiorly.

**NECK:** No cervical or supraclavicular adenopathy. He has transmitted bruits to the neck.

**CHEST:** Lungs are clear.

**HEART:** Heart tones are normal with loud crescendo/decrecendo murmur. Murmur is in systole.

**ABDOMEN:** Soft and nontender.

**EXTREMITIES:** Warm without no clubbing or cyanosis. There is mild edema in his feet. There are full pulses noted.

**IMPRESSION:** Bill is a fairly frail gentleman with very critical aortic stenosis that is certainly symptomatic. He is a little bit in denial about that and attributes his slowing down to his age. However, I believe it is likely that his weight loss and his lightheadedness with standing are

LAW OFFICE OF  
JOHN J. ROSE, JR., PC  
708 W. Cameron Avenue  
Kellogg, Idaho 83837  
Phone: (208) 783-3501  
ISB #2094

Attorney retained by Bill E. McKee

STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

2007 JUN 14 AM 11 38

PEGGY WHITE  
CLERK DIST. COURT

BY Maria Anson  
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE	]	CASE NO. CV 07-120
GUARDIANSHIP AND	]	
CONSERVATORSHIP OF	]	AFFIDAVIT OF MAUREEN
	]	ERICKSON RE: SECOND
BILL E. MCKEE	]	OPINION

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

Maureen Erickson, being duly sworn, deposes and says:

1. I am the daughter of Bill E. McKee. My father has appointed me as his attorney in fact and as attorney in fact for the purposes of making health care decisions. I am currently providing for the care of Bill E. McKee.

2. My father has experienced heart problems for approximately 7 years. He currently has aortic valve insufficiency and is under

1. AFFIDAVIT OF MAUREEN ERICKSON RE: SECOND OPINION

the care of several doctors.

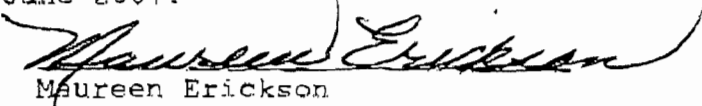
3. Brian E. Fuse, MD, is fathers cardiologist, Robert D. Wigert, MD is his internest, and Terry Spohr, PA, is court appointed examiner, and Steven Nisco, MD is fathers cardiovascular surgeon. Dr. Nisco is located at 122 W 7<sup>th</sup> Ave., Suite 330, Spokane, Washington 99204, telephone 509.456.0262.

4. My father has given no authorizations for the release of information to Jerome McKee and Craig McKee.

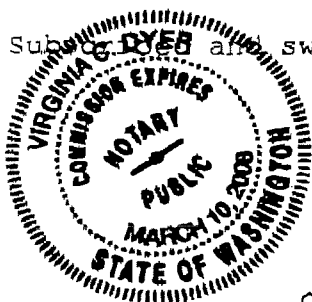
5. The statement in Jerome McKee's affidavit concerning my conversation with him is taken out of context and is incorrect. I called Jerome McKee and told him our father was depressed over the relationship with Jerome McKee. I further informed Jerome McKee that I thought it was hard on our father. I requested Jerome McKee to call our father and reconcile. Jerome McKee responded he would have to think about it. Jerome McKee made no attempt for several weeks and when he did call he requested our father to turn over the Priest Lake property to Jerome McKee. When our father refused Jerome McKee responded with the filing of this guardianship petition.

6. Jerome McKee and Craig McKee have been aware of our fathers heart condition for months and have never inquired of me, or our father, of fathers condition.

DATED this 12 day of June 2007.

  
Maureen Erickson

2. AFFIDAVIT OF MAUREEN ERICKSON RE: SECOND OPINION



Subj: DYER and sworn to before me this 12<sup>th</sup> day of June 2007.

Virginia C Dyer  
Notary Public in and for the  
State of Washington, residing at:  
Spokane  
Commission expires 3-10-2008

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing  
was served by the method indicated below to the following this 12  
day of April, 2007.

Pamela B. Massey, P.C.  
500 N. Government Way, Suite 600  
Coeur d' Alene, ID 83814

Fax 664-4708

☐ U.S. MAIL  
☐ HAND DELIVERED  
☐ OVERNIGHT MAIL  
☒ TELECOPY (FAX)

[Signature]

3. AFFIDAVIT OF MAUREEN ERICKSON RE: SECOND OPINION

46  
STATE OF IDAHO  
COUNTY OF SHOSHONE / SS  
FILED

2007 JUN 18 AM 10 26

PAMELA B. MASSEY, P.C.  
Pamela B. Massey  
500 N. Government Way, Suite 600  
Coeur d'Alene, Idaho 83814  
Telephone: (208) 664-6996  
Facsimile: (208) 664-4708  
ISB # 7351

PEGGY WHITE  
CLERK DIST. COURT  
BY Bail Elliott  
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE OF  
IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE  
GUARDIANSHIP AND  
CONSERVATORSHIP OF:

BILL E. MCKEE

CASE NO. CV-07-120

ORDER RE: PETITIONER'S MOTION  
FOR SECOND OPINION AND  
POSTPONEMENT OF SURGERY

THE COURT having received and reviewed the Petitioner's Motion for Second  
Opinion and Postponement of Surgery and this matter having come before the Court on  
June 12, 2007, at 1:15 p.m., with parties' counsel being present, Pamela Massey, for Jerome  
McKee and John J. Rose, Jr. for Bill McKee, and this Court having heard oral argument  
from the same;

IT IS HEREBY ORDERED that the Petitioner's Motion for Second Opinion and  
Postponement of Surgery be denied.

ORDER RE STIPULATED AGREEMENT

517



DATED this 18<sup>T</sup> day of June 2007.

  
HONORABLE PATRICK MCFADDEN

ORDER RE STIPULATED AGREEMENT

2

Jun. 13 2006 03:25PM PJ

518  
FAX NO. : 2086644708

FROM : P. MASSEY + M. BRILLIE

**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 18 day of June, 2007, I caused a true and correct copy of the foregoing ORDER RE: PETITIONER'S MOTION FOR SECOND OPINION AND POSTPONEMENT OF SURGERY to be served to the following:

PAMELA MASSEY  
500 N. Government Way, Ste 600  
Coeur d'Alene, ID 83814

☒ U.S. MAIL  
☐ Fax (208) 664-4708

JOHN J. ROSE, Jr.  
Attorney for the Ward  
708 W. Cameron Ave  
Kellogg, ID 83837

☒ U.S. Mail  
☐ Fax (208) 786-8005

PEGGY WHITE, CLERK DISTRICT COURT

By: Paul Elliott

ORDER RE STIPULATED AGREEMENT

3

Jun. 13 2006 03:25PM P4

519  
FAX NO.: 2086644708

FROM: P. MASSEY + M. BAILLIE